



**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE**

DO NOT WRITE IN THIS SPACE: Case No: _____ Date Filed: _____

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES If so, Case No. _____ NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name: County of San Luis Obispo

b. Mailing address: Human Resources Department, 1055 Monterey Street, Suite D-250, San Luis Obispo, CA 93408

c. Telephone number: (805) 781-5959

d. Name and title of person filing charge: Megan Fisher, Deputy Director, Dept of HR
Telephone number: 805-781-5959
E-mail Address: mmfisher@co.slo.ca.us
Fax No.: 805-781-1044

e. Bargaining unit(s) involved: San Luis Obispo County Employees' Association (SLOCEA) - "Big Unit"
San Luis Obispo County Employees' Association (SLOCEA) - Trades Unit

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

a. Full name: San Luis Obispo County Employees' Association (SLOCEA)

b. Mailing address: 1035 Walnut Street, San Luis Obispo, CA, 93401

c. Telephone number: (805) 543-2021

d. Name and title of agent to contact: Pat McNamara, General Manager
Telephone number: (805) 543-2021
E-mail Address: pmcnamara@slocea.org
Fax No.: (805) 543-4039

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name: County of San Luis Obispo

b. Mailing address: c/o Human Resources Department, 1055 Monterey Street, Suite D-250, San Luis Obispo, CA 93408

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.
PERB-61 (7/22/2014) SEE REVERSE SIDE

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Gov. Code section 3505; PERB Reg. 32604(c), (e); County Sanitation Dist. No. 2 v. Los Angeles

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are *(a copy of the applicable local rule(s) MUST be attached to the charge)*: _____

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

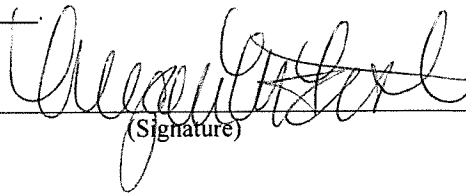
See attached statement.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on November 20, 2018 (Date)

at San Luis Obispo, CA (City and State)

Megan Fisher
(Type or Print Name)


(Signature)

Title, if any: Deputy Director, Department of Human Resources

Mailing address: Human Resources Department, 1055 Monterey Street, Suite D-250, San Luis Obispo, CA 93408

Telephone Number: 805-781-5959 E-Mail Address: mmfisher@co.slo.ca.us

STATEMENT OF CHARGE
Section 6(d)

I. INTRODUCTION

This unfair practice charge (“UPC”)¹ is being filed by the County of San Luis Obispo (“County”) against the San Luis Obispo County Employees’ Association (“SLOCEA”). The County is a public agency within the meaning of Government Code section 3501, subdivision (c). SLOCEA is an exclusive representative within the meaning of Government Code section 3501, subdivision (b). SLOCEA is the exclusive representative of employees in the County’s “Big Unit”, which is comprised of the Public Services Unit (BU01), Supervisory Unit (BU05), and Clerical Unit (BU13). SLOCEA is also the exclusive representative of employees in the Trades, Crafts & Services Unit (BU02) (“Trades Unit”). There are approximately 1,700 employees in the bargaining units represented by SLOCEA.

The County and SLOCEA were parties to a Memorandum of Understanding (“MOU”) covering the Big Unit, with a term of July 1, 2016 to June 30, 2018. The County and SLOCEA were also parties to a MOU covering the Trades Unit with the same term.

The County and SLOCEA have been engaged in negotiations for successor agreements to the MOUs that expired. Any required impasse procedures have been exhausted.

II. SLOCEA PROVIDES INDEQUATE NOTICE OF “PENDING PROTECTED CONCERTED LABOR ACTIONS”

On or about November 16, 2018, Pat McNamara, General Manager for SLOCEA, sent the County a “Notice of Pending Protected Concerted Labor Actions.” In the notice, SLOCEA made a “final” demand for resolving the contract dispute between the parties. The notice states that if the County rejects the demand or fails to respond by the end of business on November 29, 2018, **“protected concerted labor actions will commence shortly thereafter. Moreover, if concerted labor actions do commence, SLOCEA considers all the employees in its represented classifications to be eligible to assert their right to participate in such activity.”** (Exhibit A (emphasis added).)

On November 19, 2018, the County responded to SLOCEA’s notice (Exhibit B.) The County informed SLOCEA that it considered the notice improper and unlawful based on several grounds. First, the notice clearly covers all employees despite the fact that the bargaining units at issue contain employees who are essential to public health and safety. Thus, SLOCEA’s notice threatens an illegal strike in violation of *County Sanitation Dist. No. 2 v. Los Angeles County Employees’ Ass’n*. (1985) 38 Cal.3d 564.

Second the notice utterly fails to provide the County adequate notice of a strike so that the County can prepare to protect public health and safety. The notice fails to provide

¹ Concurrent with this unfair practice charge, the County is filing a Request for Injunctive Relief.

a date for the beginning of a strike and instead simply states that a strike can begin any time after November 29, 2018. Further, the notice fails to specify the length of the threatened strike. Without knowing the date of a strike and its length, the County cannot make adequate preparations. In such a situation public health and safety may be compromised which is a violation of *County Sanitation* and the Meyers-Milias-Brown Act.

Since the County’s response to SLOCEA, the parties have engaged in further communications. As of the filing of this unfair practice charge, SLOCEA has stated that the strike is scheduled for three (3) days sometime between December 4 and 11, 2018. (Exhibit C.)

III. THE BARGAINING UNITS REPRESENTED BY SLOCEA CONTAIN SEVERAL CLASSIFICATIONS OF ESSENTIAL EMPLOYEES.

As discussed in the County’s request for injunctive relief, a strike by employees in these bargaining units constitutes an unfair practice because these units contain employees who provide services essential to public health and safety. Attempting to determine the exact number of essential employees has been extremely difficult due to the union’s initial refusal to provide the County with the date and length of any strike. Arguably, every County employee may become essential if a strike is prolonged. But here, based on SLOCEA’s statement that any strike will be three (3) days in length, the County believes—as of the time of this filing—that the following employee classifications are essential”

No.	Department	Classification	Number Needed/Day
1.	Airport	Operations Specialist	1
2.	Airport	Maintenance Worker	3
3.	Airport	Operations Supervisor	1
4.	Animal Control	Officer	3
5.	Animal Control	Animal Care Technician	2
6.	Animal Control	Admin Asst III	1
7.	Child Support Services	Family Support Officer	2
8.	Child Support Services	Supervising Family Support Officer	1
9.	Child Support Services	Supervising Legal Clerk	1
10.	Child Support Services	Legal Clerks	1
11.	Social Services	Social Workers	8
12.	Social Services	Employment Resource Specialists	6
13.	Social Services	Fiscal Staff	3
14.	District Attorney	Supervising Legal Clerk	2
15.	District Attorney	Automation Specialist	1 on call

No.	Department	Classification	Number Needed/Day
16.	Jail	Correctional Nurse	4
17.	Jail	LPT/LVN	8
18.	Jail	Behavioral Health Clinician	1
19.	Juvenile Services Center	Correctional Nurse	2
20.	Juvenile Services Center	Nurse Practitioner	1
21.	Public Health	Microbiologist	3
22.	Public Health	Senior Account Clerk	1
23.	Public Health	Public Health Nutritionist	2
24.	Public Health	Aide	3
25.	Public Health	Admin Asst III	1
26.	Public Health – Johnson	Nurse	2
27.	Public Health – Johnson	Nurse Practitioner	1
28.	Public Health	Environmental Health Specialist	3
29.	Planning & Building	Building Inspectors	6 on-call
30.	Parks Lopez Lake	EMT	1
31.	Parks Santa Margarita Lake	EMT	1
32.	Parks Santa Margarita Lake	Park Workers III	1 on-call
33.	Parks Lopez Lake	Park Ranger III	2
34.	Parks Santa Margarita Lake	Park Ranger III	2
35.	Information Technology	Communications Technician	3
36.	Probation (Case Loma)	Legal Clerk	2
37.	Probation (JCS)	Legal Clerk	1
38.	Probation (Case Loma)	Supervising Automation Specialist	1 on-call
39.	Lopez Facilities	Water Systems Worker	2
40.	Cayucos Distribution	Chief Plant Operator	1
41.	Nacimiento/Salinas	Water Systems Worker	2
42.	Santa Margarita	Water Systems Worker	1
43.	Los Osos	Waste Water Worker	2
44.	Los Osos	Chief Plant Operator	1
45.	SLO County Club	Supervising Waste Water Worker	1
46.	Countywide	Water Quality Manager	1
47.	Los Osos Landfill	Civil Engineering Tech	1 on-call
48.	Behavioral Health	Behavioral Health Clinician	1
49.	Behavioral Health	Psychiatric Tech	8
50.	Behavioral Health	Registered Nurse	1
51.	Behavioral Health	Admin Assistants	1
52.	Behavioral Health	Behavioral Health Worker	3
53.	Behavioral Health	Behavioral Health Supervisor	2

No.	Department	Classification	Number Needed/Day
54.	Behavioral Health	Behavioral Health Clinician	3
55.	Behavioral Health	Psychiatric Technician	3
56.	Behavioral Health (Adult Outpatient)	Health Technician	3
57.	Behavioral Health (Youth Outpatient)	Behavioral Health Clinician	3
58.	Behavioral Health (Youth Outpatient)	Psychiatric Technician	3
59.	Behavioral Health (Youth Outpatient)	Health Technician	3
60.	Behavioral Health (Managed Cases)	Behavioral Health Clinician	1
61.	Behavioral Health (Managed Cases)	Admin Assist	1
62.	Behavioral Health (DAS and DUI)	Behavioral Health Clinician	3
63.	Behavioral Health (DAS and DUI)	Psychiatric Technician	2
64.	Behavioral Health (DAS and DUI)	Admin Assist	4
65.	Behavioral Health (DAS and DUI)	Behavioral Health Specialist	4
66.	Behavioral Health (DAS and DUI)	Health Information Technician	1
67.	Jail	Correctional Technician	10-12
68.	Sheriff (Patrol)	Legal Clerk	3
69.	Sheriff (Coroner)	Legal Clerk	1
70.	Sheriff (Jail Administration)	Legal Clerk	1
71.	Sheriff (Records)	Legal Clerk	2
72.	Sheriff (Civil)	Legal Clerk	2
73.	Sheriff (Crime Lab)	Legal Clerk	1
74.	Sheriff (Detectives)	Legal Clerk	1
75.	Sheriff (Cook)	Cooks	5
76.	Sheriff	Lab Assistant	1
77.	Sheriff	Storekeeper	1
78.	Sheriff	Automation Specialist	2 on-call
Total			180-182
			12 On-Call

In summary, the County is seeking to enjoin 161 essential employees from any strike, and to further place 11 essential employees on-call during any strike. When compared to the 1,700 employees in the bargaining unit represented by SLOCEA, this request is reasonable.

In bringing this UPC and concurrent Request for Injunctive Relief, the County has made efforts to **only** include those positions that are clearly essential under *County Sanitation*. In addition, given the failure of SLOCEA to provide the exact dates of the strike, the County must assume the worst: a three-day strike either immediately before or after a two-day weekend. In the event a strike lasts longer than three days or other unforeseen circumstances occur, the County reserves the right to supplement this UPC to seek to enjoin additional essential positions.

IV. STANDARD OF REVIEW

When reviewing an unfair practice charge, the Board agent must assume the charging party's allegations are true. (*Golden Plains Unified School District* (2002) PERB Decision No. 1489; *San Juan Unified School District* (1977) EERB Decision No. 12.) Disputed factual issues may only be resolved through PERB's evidentiary hearing process. (*Golden Plains Unified School District, supra.*) Further, the Board agent has no authority to resolve conflicting theories of law or to dismiss a charge based on an untested legal theory that is not clearly foreclosed by case law. (*Golden Plains Unified School District, supra; Eastside Union School District* (1984) PERB Decision No. 466; see *City of San Jose* (2010) PERB Decision No. 2141-M [reviewing ALJ's ruling on a purely legal issue of first impression].)

V. THE THREATENED STRIKE CONSTITUTES AN UNFAIR PRACTICE

1. A Strike Without Sufficient Notice is an Unfair Practice

As noted above, SLOCEA has not notified the County of the exact dates or length of the strike other than it will occur sometime between December 4 and 11, 2018 and last no more than three (3) days. The failure to provide the beginning date and exact length of a strike that implicates public health and safety must be deemed an unfair practice.

PERB has recognized that the failure to provide reasonable notice of a strike constitutes an illegal pressure tactic and therefore is a violation of the union's duty to bargain in good faith. (*San Ramon Valley Unified School District* (1984) PERB Order No. IR-46 ("*San Ramon*"). In *San Ramon*, the union engaged in two unannounced, one-day strikes. The employer sought injunctive relief, in part, since these strikes constituted an unlawful pressure tactic because they were unannounced. In its decision, PERB held that the strikes were "surprise" strikes due to the lack of notice. (*San Ramon*, p. 15.)

Here, SLOCEA may attempt to argue that it has provided notice by initially informing the County that a strike will take place sometime after November 29, 2018. This argument must be rejected. In *San Ramon*, PERB set forth the basis for its decision that strikes are unlawful. Specifically, PERB held that:

Public school employers have a right to try to keep educational institutions functioning during work stoppages. The lack of adequate time to inform parents of impending work stoppages and to obtain substitute personnel will greatly hinder such efforts. Moreover, when parents have no advance notification of a strike, they cannot reasonably determine whether their minor children can safely be sent to school and cannot make alternative arrangements for their care during school hours should they so desire. (*San Ramon*, p. 14.)

Thus, in essence, the basis for PERB's holding is that a surprise strike hinders an employer's ability to plan for the work stoppage and to find substitute workers or other alternatives. Significantly, all those same concerns remain with the type of "notice" provide by SLOCEA in this matter. By not providing either a beginning date for the strike or its exact length, the County will be severely limited in its ability to protect essential public services. Hiring replacement personnel—even where such replacements exist—is virtually impossible where the County does not know the dates of the strike. Further, without strike dates the County cannot move or defer essential appointments and services to other dates. In short, providing the type of "phantom" date in this case is no different than providing no date at all.

2. A Strike by Essential Employees is an Unfair Practice

In California, a strike by public employees is illegal when the employees perform essential services such that the "strike creates a substantial and imminent threat to the health or safety of the public." (*County Sanitation District No. 2 of Los Angeles v. Los Angeles County Employees Assn.* (1985) 38 Cal. 3d 564, 586; *City and County of San Francisco v. United Assn. of Journeymen etc. of United States & Canada* (1986) 42 Cal.3d 810, 813.) A strike that endangers public health and safety is an illegal pressure tactic that constitutes an unfair practice. (*City of San Jose v. Operating Engineers Local Union No. 3* (2010) 49 Cal.4th 597, 606-607; see *San Diego Teachers Association v. Superior Court* (1979) 24 Cal.3d 1, 8 [a strike used as an illegal pressure tactic is an unfair practice].)

As explained in more detail in the accompanying request for injunctive relief and declarations in support thereof, the County provides essential services to the public such that a strike by these employees would threaten public health and safety. The County's essential employees include the employees listed in the table above.

All of these employees perform essential functions necessary to protect public health and safety. For all of these employees, replacement workers are either unavailable and/or inadequate (for example, because of required background checks in the jail). Many, if not most, of these employees also work seven days a week and/or are on-call seven days a week.

Accordingly, a strike by employees in these essential positions poses a substantial and imminent threat to public health and safety. Because SLOCEA's strike includes these essential employees, SLOCEA's strike is an unfair practice in violation of its duty under the MMBA to meet and confer in good faith.

VI. RELIEF REQUESTED

1. Obtain an injunction prohibiting essential County employees from engaging in any work stoppage, unless and until the court determines that injunctive relief is no longer just and proper under the circumstances;
2. Obtain an injunction prohibiting SLOCEA and its agents from requesting, encouraging, condoning, or ratifying any work stoppage by essential employees, unless and until the court determines that injunctive relief is no longer just and proper under the circumstances; and
3. Order SLOCEA to post a notice at all places where notices to SLOCEA bargaining unit members are customarily posted at County facilities stating that the SLOCEA's conduct violated the Meyers-Milias-Brown Act; and
4. Payment of attorneys' fees and costs incurred herein; and
5. Any other relief the Board deems just and proper.

EXHIBIT A



San Luis Obispo County Employees' Association

1035 Walnut Street, San Luis Obispo, CA 93401
(805) 543-2021 - Fax (805) 543-4039 - Email: info@slocea.org

November 16, 2018

Tami Douglas-Schatz
Human Resources Director
County of San Luis Obispo
1055 Monterey Street Suite D250
San Luis Obispo, CA 93408

RE: Notice of Pending Protected Concerted Labor Actions

Dear Ms. Douglas-Schatz:

This notice is to inform the County that the employees represented in the Big Unit and Trades Unit, have taken the necessary steps under SLOCEA policy, to authorize the use of protected concerted labor actions, in protest of the County's recent unfair treatment at the negotiating tables.

County employees represented in the Big Unit and Trades Unit, have become increasingly dissatisfied over the past several years, due to the County's employee compensation remaining severely and chronically below market. This high level of dissatisfaction was on full display when the majority of the employees in the Big Unit and Trades Unit rejected the County's post-Factfinding offers of August 23, 2018.

Of further concern to employees is a growing sense that they are not respected or appreciated by County management, or the elected leadership. This impression springs from a number of examples, not the least of which is the County's refusal to abide by the reasonable Factfinding recommendations that followed very involved dispute resolution processes. And, the County's constant quest to degrade employee benefits such as the cafeteria cash out benefit and, more recently, the imposed reduction in the two-hour minimum call back benefit.


To avoid the commencement of protected concerted labor actions, the Big Unit and Trades Unit negotiating teams request that the County agree to the following terms:

1. An additional wage increase of 2.5% for all Big Unit and Trades Unit employees, effective July 1, 2018;
2. Increase the cafeteria contribution to \$850.00 for "employee only" coverage for Big Unit and Trades Unit employees;

3. Return of the full two-hour minimum callback benefit to all employees, regardless of whether or not such employees are required to physically respond to a worksite.

If the County rejects this request or does not respond by the end of business on November 29, 2018, protected concerted labor actions will commence shortly thereafter. Moreover, if concerted labor actions do commence, SLOCEA considers all the employees in its represented classifications to be eligible to assert their right to participate in such activity.

Please do not hesitate to contact me if you have any questions or desire to discuss this matter further.



Pat McNamara
SLOCEA General Manager

ⁱ Consistent with both Factfinding recommendations

EXHIBIT B

November 19, 2018
[corrected date]

Via E-mail

Pat McNamara
General Manager
San Luis Obispo County Employees Association
1035 Walnut Street
San Luis Obispo, CA 93401

Re: SLOCEA Strike Notice

Dear Mr. McNamara:

We have reviewed the notice of strike activity you emailed to Ms. Douglas-Schatz on Friday, November 16. (Attached.) The content of your letter violates the Meyers Miliias Brown Act and *County Sanitation Dist. No. 2 v. Los Angeles County Employees' Assn.* (1985) 38 Cal.3d 564.

First, in stating that SLOCEA considers “all the employees in its represented classifications to be eligible to assert their right to participate in such activity,” the Association is effectively saying that its strike call will include the many SLOCEA-represented employees who perform essential services that, if brought to a halt by the threatened strike action, would cause a substantial and imminent risk to public health and safety. This threat to carry out an illegal act is itself illegal.

Second, your letter does not give the County proper notice of the timing of SLOCEA’s intended action, including adequate prior notice of the commencement date of the strike and its intended duration. The lack of disclosure prevents the County from making the plans necessary to assure that essential health and safety services will be continued under strike conditions.

The conduct described above is inimical to the public interest and to the relationship between the parties.

This letter provides 24 hours notice of the County’s intent to initiate an unfair practice charge with PERB, including a request for injunctive relief. The County will vigorously pursue this action and will seek all available remedies against SLOCEA.

If SLOCEA does not wish to face an immediate request for injunctive relief, we suggest that you immediately rescind your letter.

Sincerely,



Jeff Sloan

Enclosure



San Luis Obispo County Employees' Association

1035 Walnut Street, San Luis Obispo, CA 93401
(805) 543-2021 - Fax (805) 543-4039 - Email: info@slocea.org

November 16, 2018

Tami Douglas-Schatz
Human Resources Director
County of San Luis Obispo
1055 Monterey Street Suite D250
San Luis Obispo, CA 93408

RE: Notice of Pending Protected Concerted Labor Actions

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Of further concern to employees is a growing sense that they are not respected or appreciated by County management, or the elected leadership. This impression springs from a number of examples, not the least of which is the County's refusal to abide by the reasonable Factfinding recommendations that followed very involved dispute resolution processes. And, the County's constant quest to degrade employee benefits such as the cafeteria cash out benefit and, more recently, the imposed reduction in the two-hour minimum call back benefit.


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If the County rejects this request or does not respond by the end of business on November 29, 2018, protected concerted labor actions will commence shortly thereafter. Moreover, if concerted labor actions do commence, SLOCEA considers all the employees in its represented classifications to be eligible to assert their right to participate in such activity.

Please do not hesitate to contact me if you have any questions or desire to discuss this matter further.



Pat McNamara
SLOCEA General Manager

ⁱ Consistent with both Factfinding recommendations

EXHIBIT C

From: Pat McNamara (SLOCEA) <pmcnamara@slocea.org>
Sent: Tuesday, November 20, 2018 9:47 AM
To: Jeffrey Sloan
Cc: Theresa Schultz; Megan Fisher; Tami Douglas-Schatz; Dennis J. Hayes; rao@sdlaborlaw.com
Subject: Re: response to your email

Jeff,

Correction on the dates. The action is scheduled for 3 days that would take place between December 4 and December 11, 2018.

Pat

On Nov 20, 2018, at 9:05 AM, Patrick McNamara <pmcnamara@slocea.org> wrote:

Jeff,

The strike is scheduled to take place on 3 days between December 5, and December 11, 2018.

With this additional information, SLOCEA once again is requesting that the County identify the employees it deems to be essential and thereby not able to participate. We would also like an explanation of why the County deems the employees to be essential and unable to assert their right to participate.

Pat

On Mon, Nov 19, 2018 at 5:11 PM Jeffrey Sloan <jsloan@sloansakai.com> wrote:

Pat,

We need to know the date the strike will occur and the length of the strike. Without that information, we cannot assess what positions within classifications need to be exempted from strike activity.

Deferring a discussion about essential services employees until two days before a potential strike leaves no room to deal with the prospect of disagreement, and is unacceptable. We are working on a list of essential employees and will include it in our charge/request for injunctive relief. The burden will then be on SLOCEA to respond in accordance with PERB's internal timelines.

Regards,

Jeff

Jeff Sloan

jsloan@sloansakai.com

415-867-5097

From: Pat McNamara <pmcnamara@slocea.org>
Date: Monday, November 19, 2018 at 3:54 PM
To: Jeff Sloan <jsloan@sloansakai.com>
Cc: Theresa Schultz <tschultz@slocea.org>, "FDeLaTorre@perb.ca.gov" <FDeLaTorre@perb.ca.gov>, Tami Douglas-Schatz <tdouglas-schatz@co.slo.ca.us>, Megan Fisher <mmfisher@co.slo.ca.us>, Dennis Hayes <djh@sdlaborlaw.com>, "rao@sdlaborlaw.com" <rao@sdlaborlaw.com>
Subject: Re: Same letter, corrected date

Jeff,

Thank you for your response to our strike notification letter. SLOCEA respectfully disagrees that we have not provided the County with enough notice prior to the

commencement of strike activity. Again, strike activity will not commence until after 11/29/2018, which constitutes a thirteen-day advanced notice.

Additionally, SLOCEA is unaware of any represented employees who perform jobs so essential to preclude them from striking. SLOCEA requests that the County identify the specific employees that it deems to be so essential that they would be barred from exercising their right to engage in protected concerted labor actions.

SLOCEA is also receptive to meeting and conferring with the County to further discuss this important issue. We are available on November 27 or 28, 2018, for such meet and confer discussions.

We look forward to your response.

Pat

On Mon, Nov 19, 2018 at 1:31 PM Jeffrey Sloan <jsloan@sloansakai.com> wrote:

Greetings,

I realized that the letter I send earlier today didn't have today's date. Attached is a corrected letter.

Jeff

JEFF SLOAN

SLOAN SAKAI YEUNG & WONG LLP

1220 7th Street | Berkeley, CA 94710
c: 415-867-5097 | Main: 415-678-3800

www.sloansakai.com

Confidentiality Notice: This transmittal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmittal is not the intended recipient or the employee or agent responsible for delivering the transmittal to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

--

Pat McNamara

General Manager

SLOCEA

1035 Walnut Street

San Luis Obispo, Ca. 93401

pmcnamara@slocea.org

(805) 543-2021

www.slocea.org

1 **CERTIFICATE OF SERVICE**
2 **STATE OF CALIFORNIA, COUNTY OF ALAMEDA**

3 I, the undersigned, am a resident of the State of California, over the age of eighteen years, and not a party
4 to the within action. My business address is 1220 Seventh Street, Suite 300, Berkeley, CA 94710.

5 On November 21, 2018, I served the following document(s) by the method indicated below:

6 **COUNTY OF SAN LUIS OBISPO'S UNFAIR PRACTICE CHARGE; STATEMENT OF**
7 **CHARGE**

- 8 **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to
9 the persons at the addresses on the attached Service List and deposited the sealed envelope
10 with the United States Postal Service, with the postage fully prepaid.
- 11 **Overnight delivery.** I enclosed the document(s) in an envelope or package provided by an
12 overnight delivery carrier and addressed to the persons at the addresses on the attached Service
13 List. I placed the envelope or package for collection and overnight delivery at an office or a
14 regularly utilized drop box of the overnight delivery carrier.
- 15 **Electronic Mail.** Based on an agreement of the parties to accept service by e-mail, copies of
16 the above document(s) in PDF format were transmitted to the e-mail address(es) of the parties
17 listed below on 11/21/18. No delivery errors were reported.

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19 SLOCEA General Manager
20 San Luis Obispo County Employee's Assoc.
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22 San Luis Obispo, CA 93401
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24 *Representative for SLOCEA*

Attorney for SLOCEA

25 I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
26 Executed on November 21, 2018, at Berkeley, California.

27 

28 Rochelle Redmayne