



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES LOCAL  
3299,

Charging Party,

v.

REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,

Respondent.

Case No. SF-CE-1093-H

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of California Government Code section 3571, the General Counsel of the Public Employment Relations Board (PERB), pursuant to California Government Code sections 3563(h) and 3563.2 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an exclusive representative within the meaning of Government Code section 3562(i) of an appropriate unit of employees.
2. Respondent is an employer within the meaning of Government Code section 3562(g).
3. Before February 1, 2015, Respondent's policy concerning contracting out was set forth in Article 5 of the Memorandum of Understanding between the parties, and a Future Projects Side Letter. Article 5 of the Memorandum of Understanding provides in relevant part:
  - 5.A.2. The provisions of Section A – D of this article shall apply to contracts for services that are subject to renewal.

...

5.B.1. The University of California will not contract out services solely on the basis that savings will result from lower contractor pay rates and benefits for services customarily performed by bargaining unit employees or that result in the layoff of bargaining unit employees.

...

5.B.4. When the University of California has determined to contract for services that are customarily provided by AFSCME unit employees, subject to the restrictions contained in this article, it will provide AFSCME Local 3299's Director or Designee with a copy of any RFP as soon as feasible but no later than ten (10) business days after it is issued. Such notice shall demonstrate the appropriateness for the contract, in accordance with section B above.

a. Upon request from AFSCME, the University will provide all relevant non-confidential written information pertaining to prospective third-party contract for services that involve work customarily provided by the bargaining unit, which may include the cost analysis used by the University to evaluate the need for contracting out and copies of consultant reports, if any, used by the University in making its decision regarding contracting out.

b. If AFSCME asks to meet with the University about the proposed contract for services, such a meeting will occur as soon as practicable following the University's receipt of the request. The meeting will not delay the commencement of the contract.

The Future Projects Side Letter provides:

The University agrees that when each of the facilities identified below becomes operational, any work that is customarily performed by bargaining unit members of the AFSCME Patient Care Technical unit shall be performed by such employees at the three identified facilities, subject to the terms and conditions of Article 5 Contracting Out.

- UCSF Medical Center Mission Bay Hospitals
- UCSD Jacobs Medical Center
- UCLA Luskin Conference and Guest Center

4. On or about the following dates, Respondent changed the policy described in paragraph 3 by the following conduct:

- a. In or about April 2015, Respondent renewed or extended a contract with ABM Services, Inc. for the provision of nighttime janitorial services at Respondent's Berkeley campus.
- b. On or about April 24, 2015, Charging Party learned that Respondent had entered-into or renewed a contract with Jensen Landscape Services, Inc. for the provision of landscaping services at Respondent's Berkeley campus.
- c. On or about May 8, 2015, Charging Party learned that Respondent had entered-into or extended a contract with Zero Chaos for the provision of Patient Support Assistant work and Operating Room Support Assistant work, either directly or through a subcontractor, MGA, at Respondent's UCSF campus.
- d. On or about April 1, 2015, Charging Party learned that Respondent had entered-into or extended a contract with Zero Chaos for the provision of custodial services, either directly or through a subcontractor, MGA, at Respondent's UCSF campus.
- e. On or about February 1, 2015, Charging Party learned that Respondent had entered-into or extended a contract with Zero Chaos for the provision of Patient Transporter services, either directly or through a subcontractor, MGA, at Respondent's UCSF campus.
- f. On or about August 31, 2015, Charging Party learned that Respondent had extended or renewed a contract with Performance First Building Services, Inc. for the provision of custodial services at Respondent's Berkeley campus.

5. Respondent engaged in the conduct described in paragraph 4 without prior notice to Charging Party and without having afforded Charging Party an opportunity to meet and confer over the decision to implement the change in policy and/or the effects of the change in policy.

6. By the acts and conduct described in paragraphs 4 and 5, Respondent failed and refused to meet and confer in good faith in violation of Government Code section 3571(c).

7. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 3571(a).

8. By the conduct described in paragraph 4, Respondent removed work from, or subcontracted for work done by, the SX and EX bargaining units represented by Charging Party.

9. Respondent engaged in the conduct described in paragraph 8 without prior notice to Charging Party and without having afforded Charging Party an opportunity to negotiate the decision to implement such change in policy and/or the effects of such policy.

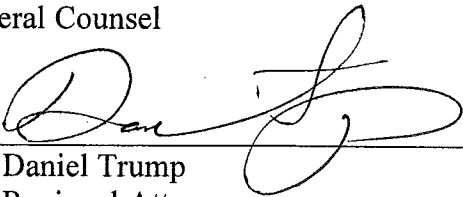
10. By the acts and conduct described in paragraphs 8 and 9, Respondent failed and refused to bargain in good faith with Charging Party in violation of Government Code section 3571(c).

11. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 3571(a).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: February 12, 2016

J. FELIX DE LA TORRE  
General Counsel

By   
Daniel Trump  
Regional Attorney

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, 1330 Broadway, Suite 1532, Oakland, CA 94612-2514.

On February 12, 2016, I served the Letter regarding Case No. SF-CE-1093-H on the parties listed below by

placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

personal delivery.

facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

electronic service (e-mail).

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University of California  
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Oakland, CA 94607-5200

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on February 12, 2016, at Oakland, California.

\_\_\_\_\_  
C. E. Johnson  
(Type or print name)

  
\_\_\_\_\_  
(Signature)