

**PUBLIC EMPLOYMENT RELATIONS BOARD**

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January 15, 2016

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Re: *AFSCME Local 3299 v. Regents of the University of California (San Francisco)*  
Unfair Practice Charge No. SF-CE-1092-H

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an ANSWER within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.<sup>1</sup> The required contents of the ANSWER are described in PERB Regulation 32644(b). If you have not filed a Notice of Appearance form, one should be completed and returned with your ANSWER.

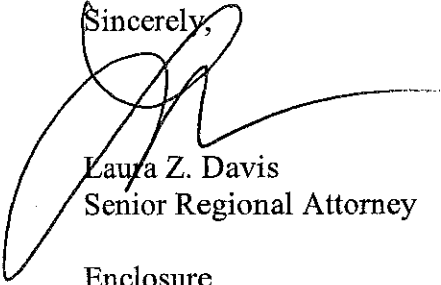
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<sup>1</sup> PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at [www.perb.ca.gov](http://www.perb.ca.gov).

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An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura Z. Davis', with a long horizontal flourish extending to the right.

Laura Z. Davis  
Senior Regional Attorney

Enclosure

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



AFSCME LOCAL 3299,

Charging Party,

v.

REGENTS OF THE UNIVERSITY OF  
CALIFORNIA (SAN FRANCISCO),

Respondent.

Case No. SF-CE-1092-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 American Federation of State, County and Municipal Employees, Local 3299 (AFSCME) 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. Individual Charging Parties Irene Su, Kin Kwong, Xiao Lan Huang, and Edwin Perez are employees within the meaning of Government Code sections 3562(e) and 3571(a). Affected Employees including, but not limited to, the following individuals are also employees within the meaning of Government Code sections 3562(e) and 3571(a): Rosa Sanchez, Leanne Yan Long Zhao, Bi Yu Huang, Shu Qin Yang, Danny Wang, Jin Chen, Liuer Yu, Rui Yu Liang, Wilson Sui Kwan Chan, Selina Wan Zhuan Huang, Wendy Zhen, Xue Fang Liang, Lily

Siu Chun Cheng Den, Yue Hao Liang, Linda Qing Lian Zhang, Yongan Kuang, JinHui Huang, Maggie Mei Feng Huang, Jenny Qiung Guan, Consuelo Lopez, Justin Rojo, Eliseo Panigbanan, Andy Ya An Zhu, and Arlen Zhou.

4. On or about August 2014 through March 2014, and continuing, the Individual Charging Parties and Affected Employees listed in paragraph 3, and other unnamed individuals exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by collectively campaigning for Respondent to insource custodial workers employed through a third-party vendor contract with IMPEC, and to improve the terms and conditions of employment for such employees. The protected actions taken by the Individual Charging Parties and Affected Employees and other unnamed individuals in furtherance of the collective campaign include, but are not limited to, the following: (a) obtaining and using AFSCME's assistance and advocacy with the insourcing campaign; (b) in August and October 2014, collecting signatures on petitions requesting that Respondent give IMPEC contract employees preferential hire rights, protect seniority rights, and ensure fairness; (c) in September 2014, presenting these petitions to management representatives of Respondent; (d) in October and November 2014, distributing leaflets supporting AFSCME and the insourcing campaign; (e) in November 2014, participating in a picketing action against Respondent; (f) in November 2014, participating in an AFSCME delegation to a public meeting of Respondent's Regents, and having a representative speak at the meeting; (g) in December 2014, meeting with management representatives of Respondent including Campus Life Services Superintendent Felipe Rubio and Associate Director of Facilities Management Millicent Magiera; (h) in January 2015, picketing at a donor's gala event attended by Respondent's Medical Center CEO Mark Laret; (i) in January 2015, attempting to meet with Laret, meeting with Respondent's management employee Tim Mahaney, and approaching Laret on campus and speaking with him; and (j)

from February through April 2015, delivering a letter to Respondent's UCSF Chancellor Sam Hawgood, sending multiple delegations to meet with Hawgood, participating in an AFSCME/UCSF Labor-Management meeting, and participating in student delegations and legislative hearings.

5. On or about January 20, 2015 through February 17, 2015, and continuing, Respondent took adverse action against the Individual Charging Parties and certain of the Affected Employees by failing and refusing to hire individuals who were employed by IMPAC, including, but not limited to, the following individuals: Irene Su, Kin Kwong, Xiao Lan Huahng, Edwin Perez, Rosa Sanchez, Leanne Yan Long Zhao, Bi Yu Huang, Shu Qin Yang, Danny Wang, Jin Chen, Liuer Yu, Rui Yu Liang, Wilson Sui Kwan Chan, Selina Wan Zhuan Huang, Wendy Zhen, Xue Fang Liang, Lily Siu Chun Cheng Den, Yue Hao Liang, Linda Qing Lian Zhang, and Yongan Kuang.

6. Respondent took the actions described in paragraph 5 because of the employees' activities described in paragraph 4, and thus violated Government Code section 3571(a).

7. On or about April 27, 2015, Respondent through its agent MGA Employee Services took adverse action against the Individual Charging Parties and certain of the Affected Employees by terminating the employment of individuals who had previously been employed by IMPAC including, but not limited to, the following individuals: Xiao Lan Huang, Wendy Zhen, Carlos Canizales, Feng Xian Yu, Ken Hui Ting Ye, Leanne Yan Long Zhau, Bi Yu Huang, Liuer Yu, Edwin Perez, Yue Hao Liang and Hai Wu Li.

8. Respondent took the actions described in paragraph 7 because of the employees' activities described in paragraph 4, and thus violated Government Code section 3571(a).

9. On or about July 12, 2012, Respondent's agent, labor broker APC Workforce Solutions LLC, dba ZeroChaos entered into a contract for temporary staffing with Staffing Company MGA Employee Services, Inc. Section 3.13 of the contract states as follows:

Labor Activity: To the maximum extent possible, Staffing Company shall avoid labor or collective bargaining disputes with Temporary Workers assigned to Customer [i.e., Respondent]. In the event of [sic] such a dispute results in picketing at Customer's premises, or the imminent prospect of such picketing, Staffing Company, if requested by ZeroChaos or Customer to do so, shall immediately suspend services under this Agreement until the settlement or resolution of such labor dispute, or shall take such other action as ZeroChaos or Customer may reasonably direct. If at any time in their sole judgment either Customer or ZeroChaos concludes that any potential labor dispute will endanger the business of Customer or impair its business activities, notwithstanding Article 6 [Term and Termination of Agreement] ZeroChaos may terminate this Agreement immediately upon written notice to Staffing Company, and neither ZeroChaos nor Customer shall have any further liability to Staffing Company other than for services provided by Staffing Company to Customer prior to such termination.

10. On or about April 27, 2015, under authority of the contract provision recited in paragraph 9, Respondent caused to be terminated employees of MGA Employee Services as described in paragraph 7.

11. By the acts and conduct described in paragraphs 8 and 9, Respondent interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

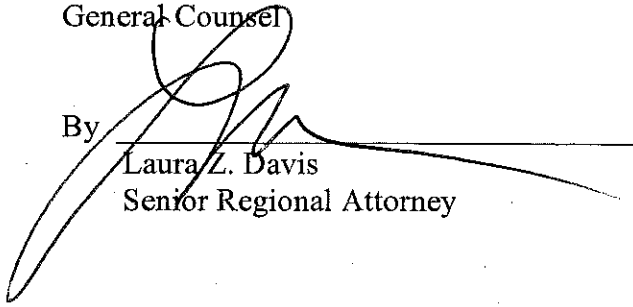
12. By the acts and conduct described in paragraphs 8 and 9, Respondent interfered with Charging Party AFSCME's rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(b).

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

DATED: January 15, 2016

J. FELIX DE LA TORRE  
General Counsel

By



Laura Z. Davis  
Senior 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 January 15, 2016, I served the Letter regarding Case No. SF-CE-1092-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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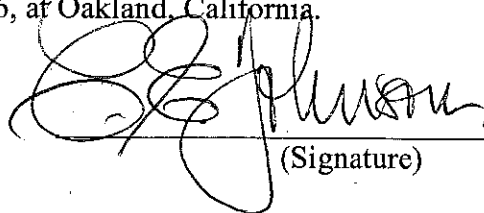
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I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 15, 2016, at Oakland, California.

C.E. Johnson

(Type or print name)



(Signature)