STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021,

Charging Party,

v.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,

Respondent.

Case No. SA-CE-2732-E

PERB Decision No. 2597

November 19, 2018

Appearances: Weinberg, Roger & Rosenfeld by Anthony Tucci, Attorney, for Service Employees International, Local 1021; Lozano Smith by Gabriela Flowers, Attorney, for Sacramento City Unified School District.

Before Winslow, Shiners, and Krantz, Members.

DECISION

KRANTZ, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions to a proposed decision by an administrative law judge (ALJ). Charging Party Service Employees International Union Local 1021 (SEIU) alleges that Respondent Sacramento City Unified School District (District) violated the Educational Employment Relations Act (EERA),[1] section 3543.5 subdivisions (a), (b) and (c), in responding to SEIU's requests for information (RFIs). Specifically, SEIU contends that the District violated its duty to meet and negotiate in good faith when it asserted that (1) SEIU requested documents that were not relevant and necessary to the union's role as the exclusive representative of certain District employees, and (2) the District would assess and answer

[1] The EERA is codified at Government Code section 3540 et seq. Unless otherwise specified, all statutory references herein are to the Government Code.

SEIU's RFIs as if they were exclusively public records requests under the California Public Records Act (CPRA).[2]

The ALJ correctly noted that an employer may not interpose a CPRA exemption as a defense to an RFI under a labor relations statute. The ALJ found, however, that the District considered the RFIs under EERA, or, alternatively, that the District sufficiently complied with its duties under EERA when it raised privacy concerns and provided SEIU with redacted copies of the requested documents. The ALJ accordingly concluded that SEIU's charge should be dismissed. SEIU excepted to the proposed decision. The District filed no exceptions and urges us to affirm the proposed decision.

We have reviewed the record and considered the parties' arguments in light of applicable law. For the reasons we explain below, we find that the District failed to meet and negotiate in good faith when it denied that the RFIs were relevant and necessary to SEIU's role as an exclusive representative under EERA, and when it proceeded to analyze and respond to the RFIs exclusively under the CPRA.

BACKGROUND

In 2013, the District terminated an SEIU-represented custodian, Ramon Bernabe (Bernabe), for allegedly placing a piece of tape on a student's mouth. SEIU Field Representative Ian Arnold (Arnold) represented Bernabe in appeal proceedings challenging the termination pursuant to the collective bargaining agreement between SEIU and the District.

Arnold learned that in 2012 the District had sent a termination notice to a teacher, Catherine Nowlin (Nowlin), for similar conduct, and that Nowlin eventually returned to work. Arnold asked the District's Human Resources Director, Carol Mignone Stephen (Mignone Stephen), whether the District was treating Bernabe disparately in comparison to Nowlin.

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[2] The CPRA is codified at section 6250 et seq.

According to Arnold, Mignone Stephen answered that an arbitrator had returned Nowlin to work over the District's objection.

On October 31, 2013, Arnold learned that the District actually had reinstated Nowlin pursuant to a settlement agreement (Agreement). That same day, Arnold e-mailed District Assistant Superintendent Cancy McArn (McArn), voicing displeasure at having received incorrect information about Nowlin's case and requesting that the District provide SEIU with a copy of the Agreement by November 4, 2013, as the parties were scheduled to commence Bernabe's termination appeal hearing on November 7, 2013 and to complete the hearing on November 8, 2013. McArn responded on November 2, 2013, as follows:

> Hi,
>
> Thanks for the email. I'm not sure if this is meant as a RFI or as something else; however, our legal representatives will respond, once they've reviewed the request and the facts.
>
> Take Care,
> Cancy

On November 5, 2013, SEIU counsel Anthony Tucci (Tucci) wrote to District counsel Gabriela Flowers (Flowers), reiterating SEIU's request for the Agreement as well as its relevance to Bernabe's appeal and, in particular, his disparate treatment defense. Tucci cited *Piedmont Gardens* (2012) 359 NLRB 499 (*Piedmont Gardens*) for the proposition that an employer's duty to meet and negotiate in good faith can require it to provide requested documents relevant to a grievance even when the documents may contain arguably confidential information. Also on November 5, 2013, Flowers wrote to Nowlin's attorney, notifying her of SEIU's request, informing her that the District planned to disclose a copy of the Agreement with all names redacted, and giving her until November 11, 2013 to object to the District's planned disclosure.

On November 7, 2013, Flowers wrote to Tucci. Flowers first denied that the Agreement was necessary and relevant for SEIU's representation of Bernabe, arguing that the Agreement involved a different employee classification in a different bargaining unit and therefore was not relevant to Bernabe's case. Flowers further argued that *Piedmont Gardens* was distinguishable because it involved arguably private information found in witness statements rather than in a settlement agreement. Having thus implicitly denied that EERA required the District to provide SEIU with the Agreement, Flowers proceeded to notify Tucci as follows:

> Nevertheless, your request for information is also being regarded under the [CPRA]. The District intends to comply with the request, but shall redact the names of any individuals from the agreement. We notified the certificated employee's legal counsel of the District's intent to comply with SEIU's request pursuant to *Marken v. Santa Monica-Malibu Unified School District* (2012) 202 Cal.App.4th 1250 [*Marken*].[3] We will provide the redacted agreement in the event that the certificated employee/counsel expresses no intent to object to the disclosure. If we receive notice that the employee intends to object, we will notify you.

Bernabe's termination appeal hearing commenced, as scheduled, on November 7, 2013. The hearing did not, however, continue the following day as planned. Instead, the hearing officer indefinitely postponed the second scheduled hearing date in order to allow further time for the District to provide SEIU with a copy of the Agreement.

On November 13, 2013, Flowers wrote to Tucci, notifying him that Nowlin had no objection to disclosing the Agreement. Flowers enclosed a copy of the Agreement with all names redacted.[4]

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[3] *Marken*, *supra*, 202 Cal.App.4th at 1265 holds that a third party may bring a so-called "reverse-CPRA" action seeking to preclude a public agency from answering a CPRA request by disclosing records that arguably contain private information about the third party.

[4] The District blacked out Nowlin's name, the name of a District employee who would serve as a reference for Nowlin, and the name of the District employee who signed the

Tucci responded to Flowers on November 13, 2013. In addition to thanking Flowers for producing the Agreement, Tucci made three main points. First, Tucci informed Flowers that while *Marken* applies to CPRA requests, SEIU has broader rights under EERA, and Tucci enclosed a PERB Decision supporting his point, *City of Redding* (2011) PERB Decision No. 2190-M (*Redding*). Second, Tucci disputed Flowers' contention that information pertaining to Nowlin's case was not relevant and necessary; on this issue, Tucci noted that the hearing officer had agreed that SEIU could make a disparate treatment argument irrespective of the fact that Bernabe was a classified employee and Nowlin was a certificated employee. Third, Tucci requested all information and documents pertaining to both the Nowlin and Bernabe matters.

On November 18, 2013, Flowers responded to Tucci. Flowers noted that under the *Redding* decision PERB does not necessarily presume that information pertaining to non-bargaining unit employees is relevant, meaning that an exclusive representative may need to demonstrate relevance.

On November 21, 2013, Tucci wrote Flowers. Tucci indicated that SEIU had, in the interim since his letter of November 13, 2013, requested four specific items regarding the Nowlin case: (1) the charging document; (2) any internal District reports; (3) any police reports; and (4) the name of the District official who signed the Agreement. Tucci reiterated that these items were relevant to understanding the extent to which the District may have treated Bernabe disparately.

On December 10, 2013, Flowers wrote to Nowlin's attorney, notifying her that SEIU had requested the charging document, informing her that the District planned to disclose it with

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Agreement. The Agreement did not include student names, witness names, or any other names.

all names redacted, and giving her until December 17, 2013 to object to the District's planned disclosure. Flowers did not mention SEIU's request for internal reports and police reports.

On December 11, 2013, Flowers wrote to Tucci. Flowers provided the name of the District official who signed the Agreement and told Tucci that the District had no internal reports or police reports. Flowers then addressed SEIU's request for the charging document, as follows:

> Regarding the remaining item, consistent with the District's response to the SEIU's initial RFI for Ms. Nowlin's settlement agreement, the RFI is also being regarded under the [CPRA]. The District intends to comply with the request, but shall redact the names of any individuals from responsive documents. We notified Ms. Nowlin's legal counsel of the District's intent to comply with SEIU's request pursuant to *Marken* . . . We will provide the responsive redacted records in the event that the certificated employee/counsel expresses no intent to object to the disclosure. If we receive notice that the employee intends to object, we will notify you.

The District did not receive any objection from Nowlin or her attorney by the December 17, 2013 deadline the District had established. On December 19, 2013, SEIU filed the instant unfair practice charge.

On January 15, 2014, having still not heard back from Nowlin's attorney, Flowers wrote again to Nowlin's attorney, offering her a further chance to object and this time providing no deadline for response. Nowlin's attorney promptly responded, indicating that Nowlin did not object to SEIU's planned use of the charging document as evidence in the Bernabe case. On January 16, 2014, Flowers provided Tucci with a copy of the charging document with all names redacted.[5]

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[5] The charging document did not include any student names. Rather, it referred to the primary student involved in the incident as "Student A," and it referred to student witnesses using phrases such as "one student stated" or "students reported." The District whited out

Although Flowers had previously denied that the District possessed any police report relevant to Nowlin's case, on January 23, 2014, Flowers wrote to Tucci again, and this time she enclosed a redacted police report. Flowers explained that the report was not in Nowlin's personnel file, but the District did possess a copy of it. It appears that the District did not give Nowlin or her attorney an opportunity to object prior to disclosing the police report. The District made different redaction choices for the police report, this time choosing not to redact Nowlin's name, nor to redact the name of the teacher aide who was allegedly involved in the same improper conduct, Rene Knight. Flowers explained these new redaction choices as follows:

> [I]t has been our experience that in other jurisdictions when a police department has disclosed police reports pursuant under [sic] the CPRA, the names of witnesses, victims, and guardians have been redacted along with addresses and other contact or identifying information. Accordingly, the only names which have not been redacted are those of the police officers involved in the investigation, Ms. Nowlin, and Ms. Knight, the classified aide involved in the conduct that was the subject of the police investigation.

On March 13, 2014, Bernabe's termination appeal hearing resumed for a second and final day. Ultimately, the hearing officer found in favor of the District. The hearing officer rejected SEIU's disparate treatment argument, finding it significant that Nowlin disputed the factual allegations against her, while Bernabe's conduct was caught on video. The hearing officer also found it significant that teachers are responsible for maintaining order in the classroom, while custodians have no such responsibility.

Nowlin's name, the name of a teacher aide allegedly involved in the wrongdoing, the names of adult witnesses, and the names of District officials.

DISCUSSION

Although the Board reviews exceptions to a proposed decision de novo, the Board need not address alleged errors that have no bearing on the outcome. (*Los Angeles Unified School District* (2015) PERB Decision No. 2432, p. 2; *Regents of the University of California* (1991) PERB Decision No. 891-H, p. 4.) Here, SEIU filed three exceptions. We address SEIU's exception to the ALJ's finding that the District considered the RFIs under EERA, as well as SEIU's exception to the ALJ's alternative finding that the District sufficiently complied with its duties under EERA when it raised privacy concerns as part of its CPRA analysis and provided SEIU with redacted copies of the requested documents. We do not address SEIU's final exception, which concerns an ALJ finding on a witness's testimony, as it has no bearing on the outcome.

Under EERA and the other statutes that PERB administers, an exclusive representative is entitled to all information that is necessary and relevant to discharge its representational duties. (*Petaluma City Elementary School District/Joint Union High School District* (2016) PERB Decision No. 2485, p. 17 (*Petaluma*).) The terms "necessary" and "relevant" are interchangeable, and a charging party union meets its burden by showing that it has requested relevant information, without also having to show, separately, that the information is "necessary" to fulfilling the union's representative function. (*Id*. at p. 21.) PERB uses a liberal, discovery-type standard, similar to that used by the courts, to determine relevance. (*Id*. at p. 16.)

When a union requests relevant information, the employer must either fully supply the information or timely and adequately explain its reasons for not doing so, and the employer bears the burden of proof as to any defense, limitation, or condition that it asserts. (*Petaluma*, *supra*, PERB Decision No. 2485, pp. 19, 24.) A party answering an RFI must exercise the

same diligence and thoroughness as it would "in other business affairs of importance," and a charging party need not show that it suffered harm or prejudice as a result of a responding party's lack of care. (*Ibid.*) In applying these principles, the Board has held that an employer violates its duty to bargain in good faith if its delay in providing information is unreasonable under the circumstances, even if the delay causes no prejudice. (*Id.* at p. 20.)

The documents related to Nowlin's case were relevant to SEIU's representation of Bernabe in his termination appeal. While the District told SEIU that the documents were irrelevant because Nowlin was a certificated employee and Bernabe was a classified employee, the District does not stand behind that argument in its response to SEIU's exceptions, and in any event we disagree with that contention. No two instances of alleged misconduct ever involve precisely the same circumstances. It is within a hearing officer's purview to determine the significance of such distinctions as part of his or her overall assessment of the challenged discipline, but a hearing officer cannot do so unless the union is permitted to investigate and present the evidence. In the instant case, for example, the hearing officer considered all facts and ultimately rejected SEIU's disparate treatment argument based on several distinctions between Nowlin's case and Bernabe's case. The hearing officer's opinion does not lessen our conclusion that SEIU had a right to obtain, evaluate, and introduce evidence that arguably may have supported a disparate treatment argument. The District was therefore mistaken in asserting that information pertaining to Nowlin was not relevant to representing Bernabe.[6]

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[6] The District correctly noted that information pertaining to non-bargaining unit employees is not presumed relevant, and the exclusive representative thus bears the burden of demonstrating that such information is relevant and necessary to its representational duties. (*Redding*, *supra*, PERB Decision No. 2190-M, p. 14) We continue to follow this principle. We clarify, however, that a union may demonstrate relevance where it has requested information that may help it compare the disciplinary circumstances relevant to a bargaining unit employee, including the allegations and any resulting discipline, with prior circumstances involving non-bargaining unit employees. We find that SEIU clearly explained the requested

Having determined that the requested information was relevant, we next consider whether the District complied with its obligations under EERA. It is settled that an employer, as part of its duty to fully answer a union's request or else timely and adequately explain a valid defense to disclosure, may not rely upon a CPRA exemption in place of a defense recognized under PERB precedent. (*Redding*, *supra*, PERB Decision No. 2190-M, adopting proposed decision at p. 17; *State of California (Department of Veterans Affairs)* (2004) PERB Decision No. 1686-S, pp. 5-6; *Trustees of the California State University* (2004) PERB Decision No. 1591-H, p. 3; accord, *County of San Bernardino (Office of the Public Defender)* (2015) PERB Decision No. 2423-M (*San Bernardino*), p. 40, fn. 22.) The instant case presents a closely related issue: Did the District violate EERA when it failed or refused to respond to SEIU's valid request for information under EERA and instead responded to the request under the CPRA? We hold that the District violated EERA, as it failed to acknowledge its duty to bargain in good faith and SEIU's right to information, altered the procedures and standards that govern information requests, and frustrated SEIU's ability (as well as PERB's ability) to assure that the District complied with the law. We explain.

The CPRA provides rights to all members of the public, including unions. In contrast, labor relations statutes provide only the bargaining parties—employers and unions—with a right to request information and documents from one another. Given that unions are entrusted with representational duties and granted corresponding rights that permit them to carry out such important functions, PERB-administered statutes provide unions with more expansive

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documents' relevance in its letters of November 5, 2013 and November 13, 2013. To the extent that the District expected SEIU to respond to the District's letters with further explanation of the Agreement's relevance, the District wrongly ignored SEIU's prior explanation of the requested documents' relevance. (Cf. *Los Angeles Unified School District* (2015) PERB Decision No. 2438 (*LAUSD*), p. 16 [union had no duty to re-assert or clarify information request where union's position was "sufficiently clear"].)

access to information and records beyond that available under the CPRA. (*State of California (Department of Veterans Affairs*, *supra*, PERB Decision No. 1686-S, p. 6 & fn. 4.) Thus, we have noted that a union's unique representational functions gives it a right to arguably private information such as employee contact information, workplace complaint investigation reports, employee rating sheets, lists summarizing employee retirement elections, names of reassigned employees, and disciplinary records, including, in certain circumstances, unredacted disciplinary records. (*LAUSD*, *supra*, PERB Decision No. 2438, pp. 8-9 [collecting and summarizing cases]; accord, *Redding*, *supra*, PERB Decision No. 2190-M, adopting proposed decision at pp. 16-18 [ordering disclosure and rejecting employer defenses that requested documents implicated "constitutionally significant privacy rights of third parties, managers and non-unit employees, whom the union does not represent," and that these parties "have confidentiality rights also protected by the [CPRA]"].)

Furthermore, the CPRA allows members of the public to access existing public records, but an agency is not necessarily required to create a new set of public records in order to answer a CPRA request. (See, e.g., *Fredericks v. Superior Court* (2015) 233 Cal.App.4th 209, 217 & 227 [while in certain cases a public agency is required to extract information from requested records, in other instances creation of new records may exceed agency's duties under CPRA].) A union's RFI, in contrast, may cover both public records and information that may not be found in any existing record. Thus, an employer responding to an RFI may be required to compile information from multiple records, management agents, and other sources, unless it can prove that doing so would be unduly burdensome. (*Regents of the University of California (Davis)* (2010) PERB Decision No. 2101-H, pp. 33-34; *Chula Vista City School District* (1990) PERB Decision No. 834, p. 56 (*Chula Vista*).)

By the same token, a responding party such as the District has additional duties under a collective bargaining statute that go beyond its CPRA duties. For example, if a union's request as written (or as made orally) would lead to unduly burdensome costs, infringe on legitimate privacy interests, or otherwise pose a need for clarification or discussion, an employer must bargain in good faith with the union and seek to negotiate an appropriate accommodation. (*San Bernardino*, *supra*, PERB Decision No. 2423-M, p. 50; *Los Rios Community College District* (1988) PERB Decision No. 670, pp. 10-14; see also *Chula Vista*, *supra*, (1990) PERB Decision No. 834, p. 56 [employer required to take those steps necessary to provide information in a form that best accommodates competing interests, even if not convenient to do so].) As relevant here, this line of precedent holds that when a union's RFI seeks disclosure of information that would infringe on legally cognizable privacy rights, the employer must meet and negotiate in good faith to accommodate all legitimate competing interests. (*LAUSD*, *supra*, PERB Decision No. 2438, adopting proposed decision at p. 15 [citing *County of Los Angeles v. Los Angeles County Employee Relations Com.* (2013) 56 Cal.4th 905 and holding that an employer acts in bad faith if it unilaterally adopts its preferred method for dealing with privacy concerns]; *Detroit Newspaper Agency* (1995) 317 NLRB 1071 [employer has duty to raise confidentiality concerns in a timely manner and then meet with union to seek an accommodation]; *Pennsylvania Power Co.* (1991) 301 NLRB 1104, 1105 ["a party refusing to supply information on confidentiality grounds has a duty to seek an accommodation"].)

When an employer and union meet and negotiate over privacy concerns, they can address all aspects of the problem, including the extent to which various levels of redaction might lessen such concerns, as well as the extent to which such redaction methods might

frustrate the union in carrying out its representational function.[7] Bargaining parties may reach a different result in each case based on the unique circumstances at issue. (*State of California (Department of Veterans Affairs*, *supra*, PERB Decision No. 1686-S, p. 6.)

If redaction is not the best option, the bargaining parties may alternatively negotiate an accommodation that recognizes "that unions [can] be trusted to be discreet." (*Redding*, *supra*, PERB Decision No. 2190-M, adopting proposed decision at p. 17, fn. 28.) For example, bargaining parties can negotiate arrangements pursuant to which certain materials are used only for a given arbitration, negotiation, or other similar purpose and are not released to the public. (*LAUSD*, *supra*, PERB Decision No. 2438, p. 20.) In contrast, however, such arrangements are not practical under the CPRA, as once a public entity discloses a document to one party, it typically must disclose the record to any member of the public irrespective of that person or entity's intended use of the record. (CPRA, § 6254.5.) Thus, even though the CPRA and EERA in certain respects protect overlapping rights and interests, and many unions make dual requests under both statutes, an employer must separately analyze its CPRA obligations and its obligations under the collective bargaining statutes.

Here, the District incorrectly denied that the requested information was necessary and relevant under EERA, even after SEIU provided a clear relevance explanation. The District further frustrated EERA's purposes by converting the applicable procedure from a two-way negotiation to a unilateral decision, narrowing the range of available disclosure options, and determining that SEIU would receive a redacted copy of the Agreement only if Nowlin's attorney expressed no objection. (See *LAUSD*, *supra*, PERB Decision No. 2438, adopting

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[7] In those instances in which redaction may be warranted, the parties can bargain over the method of redaction. For instance, an employer may need to replace redacted names with descriptive but de-identified placeholders such as "Teacher A" and "Student 1," thereby permitting all parties and the hearing officer to track the important figures within a given discipline record or across multiple records.

proposed decision at p. 15 [employer's unilateral adoption of opt-out procedure to address employee privacy concerns violated its duty to bargain].) Had the District not acted unilaterally, the parties could have discussed the District's privacy concerns and negotiated over whether certain redactions or other measures were appropriate. Instead, the District's decision to treat SEIU's RFI exclusively as a CPRA request led the District to make its own redaction choices at every stage, cutting SEIU out of the process.[8]

The District argues that its letters show that it fully considered the RFIs and responded appropriately under both the EERA and the CPRA. This argument mischaracterizes the record. The evidence reveals that, in fact, the District incorrectly told SEIU that EERA provided no right to the requested documents and doggedly maintained that it was providing redacted documents solely under the CPRA.

Finally, although the ALJ found that SEIU failed to demonstrate that it would have received more information if the District had properly analyzed and responded to the RFIs under EERA, the ALJ reached this conclusion without the benefit of our decision in *Petaluma*, *supra*, PERB Decision No. 2485, where we concluded that a charging party is not required to show that it was harmed by an employer's failure to use adequate care, diligence, or

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[8] Because the District flatly denied the relevance of SEIU's requests, this case does not require us to consider whether the District raised legitimate privacy concerns, nor to apply the balancing test which governs those cases in which an employer and union have met and negotiated over legitimate privacy issues but were unable to reach an accommodation. (*Redding*, *supra*, PERB Decision No. 2190-M, p. 2 and adopting proposed decision, pp. 13-14 [if employer satisfies its burden of demonstrating that disclosure would compromise privacy rights, PERB engages in balancing test set forth in *Detroit Edison Co. v. NLRB* (1979) 440 U.S. 301, 314].) Notably, courts interpreting the CPRA also balance privacy rights against the right to information. (See, e.g., *Marken*, *supra*, 202 Cal.App.4th at 1274-1276 [finding that the public's interest in an investigatory report and disciplinary record outweighed a teacher's privacy interest, but upholding the redactions directed by the superior court].) In any given instance, the balancing test applicable in CPRA cases may or may not lead to the same outcome as that applicable in PERB cases, given the extra rights and obligations that distinguish bargaining parties from members of the public.

thoroughness in responding to an RFI. (*Id.* at p. 23.) Thus, even if the District's actions did not impede SEIU's ability to represent Bernabe in his appeal hearing, this would not absolve the District of liability.

ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in this case, it is found that the Sacramento City Unified School District violated the Educational Employment Relations Act (EERA), Government Code section 3543.5, subdivisions (a), (b), and (c), by failing to meet and negotiate in good faith concerning necessary and relevant information requested by Service Employees International Union Local 1021 (SEIU).

Pursuant to Government Code section 3541.5, subdivision (c), it hereby is ORDERED that the Sacramento City Unified School District (District), and its representatives, shall:

A. CEASE AND DESIST FROM:

Failing to provide necessary and relevant information to SEIU pursuant to the requirements of EERA.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE ACT:

1. Within ten (10) workdays following the date this decision is no longer subject to appeal, post at all locations where notices to employees represented by SEIU are customarily posted, copies of the notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the District, indicating that it will comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. In addition to physical posting of paper notices, the Notice shall be posted by electronic message, intranet, internet site, and other electronic means customarily used by the District to

communicate with employees represented by SEIU. Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced, or covered with any other material.

2. Written notification of the actions taken to comply with this Order shall be made to the General Counsel of the Public Employment Relations Board (PERB or Board), or the General Counsel's designee. The District shall provide reports, in writing, as directed by the General Counsel or his/her designee. All reports regarding compliance with this Order shall be concurrently served on SEIU.

Members Winslow and Shiners joined in this Decision.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. SA-CE-2732-E, *Service Employees International Union Local 1021 v. Sacramento City Unified School District*, in which all parties had the right to participate, it has been found that the Sacramento City Unified School District violated the Educational Employment Relations Act (EERA), Government Code section 3543.5, subdivisions (a), (b), and (c), by failing to meet and negotiate in good faith concerning necessary and relevant information requested by Service Employees International Union Local 1021(SEIU).

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

Failing to provide necessary and relevant information to SEIU pursuant to the requirements of EERA.

Dated: _____________________ Sacramento City Unified School District

By: _________________________________
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL.