STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

MARGE TORNETTA, Charging Party, v. CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOCAL CHAPTER NO. 616, Respondent.	)	Case No. LA-CO-322 PERB Decision No. 508 June 21, 1985

Appearances; Marge Tornetta, on her own behalf; Maureen C. Whelan, Attorney for California School Employees Association and its Local Chapter No. 616.

Before Hesse, Chairperson; Jaeger, Morgenstern, Burt and Porter, Members.

DECISION

This case is before the Public Employment Relations Board (Board) on appeal by the Charging Party of the Board agent's dismissal, attached hereto, of her charge alleging that the California School Employees Association and its Local Chapter No. 616, violated section 3543.6(b) of the Educational Employment Relations Act (Government Code section 3540 et seq.).

We have reviewed the Board agent's dismissal and, finding it free from prejudicial error, adopt it as the Decision of the Board itself.[1]

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[1]We disagree, however, that the charge pertains merely to the internal activities of the employee organization. Instead, the charge challenges the employee organization's conduct as a

ORDER

The unfair practice charge in Case No. LA-CO-322 is hereby DISMISSED WITHOUT LEAVE TO AMEND.

By the BOARD

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bargaining agent with the employer on the employees' behalf. Nevertheless, it fails to state a prima facie case of a violation of the duty of fair representation because the facts are insufficient to demonstrate arbitrary, discriminatory or bad faith conduct.

STATE OF CALIFORNIA GEORGE DEUKMEJIAN, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

LOS ANGELES REGIONAL OFFICE
3470 WILSHIRE BLVD.. SUITE 1001
LOS ANGELES, CALIFORNIA 90010
(213) 736-3127

April 30, 1985

Marge Tornetta

Re: LA-CO-322, Tornetta v. California School Employees Association, Chapter 616
DISMISSAL OF UNFAIR PRACTICE CHARGE

Dear Ms. Tornetta:

The above-referenced unfair practice charge alleges that the California School Employees Association, Chapter 616, did not fairly represent you in negotiations with the Saddleback Valley. Unified School District because it did not seek to reclassify your job classification to a sufficiently high salary range. The charge also alleges that CSEA failed to properly inform you of the status of the negotiations and discriminated against you by better informing other unit members. This conduct is alleged to violate Government Code section 3543.6(b) of the Educational Employment Relations Act (EERA).

I have indicated to you in my attached letter dated April 22, 1985 that certain allegations contained in the charge did rot. state a prima facie case. You were advised that if there were any factual inaccuracies or additional facts which would correct the deficiencies explained in that letter, you should amend the charge accordingly. You were further advised that unless you amended these allegations to state a prima facie case, or withdrew them prior to April 29, 1985, they would be dismissed.

I have not received either a request for withdrawal or an amended charge according to the instructions of the last paragraph of my April 22, 1985 letter. I did receive a letter from you dated April 24, 1985 pointing out certain disagreements with my letter. Your letter was not served on the Respondent and therefore is attached hereto.

Your letter states that your charge does not concern a personal argument between yourself and Mrs. Wentworth, but a dispute between yourself and CSEA. You state that CSEA's conduct in bargaining was arbitrary, discriminatory or bad faith conduct

because it did not represent your interests. Finally, you state that the issue is not whether you obtained a salary increase, but the stress you have suffered because of CSEA's conduct during negotiations.

These facts and arguments do not change the final result in this case. The charge pertains to the internal activities of the employee organization since there is no indication of harm to your employment relationship with the employer. Los Angeles Community College District (Kimmett) (10/19/79) PERB Decision No. 124.

Based on the foregoing discussion and the facts and reasons contained in my April 22, 1985 letter, the charge herein is dismissed. Pursuant to Public Employment Relations Board regulation section 32635 (California Administrative Code, title 8, part III), you may appeal the refusal to issue a complaint (dismissal) to the Board itself.

Right to Appeal

You nay obtain a review of this dismissal of the charge by-filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal (section 32635(a). To be timely filed, the original and five (5) copies of such appeal must be actually received by the Board itself before the close of business (5:00 p.m.) on May 20, 1985, or sent by telegraph or certified United States mail postmarked wot later than May 20, 1985 (section 32135). The Board's address is:

Public Employment Relations Board
1031 18th Street
Sacramento, CA 95814

If you file a timely appeal of the refusal, any other party may file with the Board an original and five (5) copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal (section 32635(b)).

Service

All documents authorized to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the Board itself. (See section 32140 for the required contents and a sample form.) The documents will be considered properly "served" when personally delivered or deposited in the first-class mail postage paid and properly addressed.

Extension of Time

A request for an extension of time in which to file a document with the Board itself must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three (3) calendar days before the expiration of the time required for filing the document. The request must indicate good cause for the position of each other party regarding the extension and shall be accompanied by proof of service of the request upon each party (section 32132).

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Very truly yours,

Dennis Sullivan
General Counsel

Barbara T. Stuart
Regional Attorney

cc: Steve Balentine

Attachments

BTS:djm

STATE Of CALIFORNIA GEORGE DEUKMEJIAN. *Governor*

PUBLIC EMPLOYMENT RELATIONS BOARD
LOS ANGELES REGIONAL OFFICE
3470 WILSHIRE BLVD.. SUITE 1001
LOS ANGELES. CALIFORNIA 90010
(213) 736-3127

April 22, 1985

Ms. Marge Tornetta

Re: LA-CO-322, Tornetta v. California School Employees Association, Chapter 616

Dear Ms. Tornetta:

The above-referenced unfair practice charge alleges that the California School Employees Association, Chapter 616, did not fairly represent you in negotiations with the Saddleback Valley Unified School District because it did not seek to reclassify your job classification to a sufficiently high salary range. The charge also alleges that CSEA failed to properly inform you of the status of the negotiations and discriminated against you by better informing other unit members. This conduct is alleged to violate Government Code section 3543.6 (b) of the Educational Employment Relations Act (EERA).

Facts

In addition to the allegations contained in the charge, you provided further details in our conversations of March 4 and 14, 1985. Facts occurring prior to the six month statute of limitations which serve as background information are as follows. In early 1984, your classification of Attendance Account Clerk was one of 16 being considered for reclassification by CSEA and the District. You are the only incumbent in this classification. In late spring 1984, the parties agreed to suspend negotiations and each form committees for further evaluation of the classifications because the reclassification requests and job descriptions were more than two years old. Also, CSEA had been unable to negotiate a salary range upgrade for the high school and intermediate school Counselor Assistant classification and did not wish to abandon its position by reaching agreement on upgrading other classifications, including yours. When a list of the classifications to be addressed by the committees was circulated, the Attendance Account Clerk classification was not on it. You confronted the District administration and was told

that CSEA's negotiating team had removed the classification from the table. You then called Pat Prezioso, CSEA Field Director, and discussed the possibility of filing an unfair practice against CSEA for failure to fairly represent you. Mr. Prezioso stated to you that CSEA could not find any information or justification for upgrading your classification.

Within the six months prior to the filing of the charge, during the fall of 1984, CSEA's reclassification committee considered the proper salary range upgrade for each classification under consideration. Your classification, involving solely your position, was then at salary range 29. You had advised the committee of your desire to have the range increased to 34, a five step increase. The reclassification committee recommended, after evaluation of all 16 classifications, that your classification remain at the same level. You have no direct knowledge of the process by which the committee arrived at its recommendation regarding your classification, but were informed by one committee member that the committee had not sought or used information regarding comparable job classifications in other school districts.

Negotiations between CSEA and the District began on the reclassification issues on December 18, 1984. The District proposed to upgrade your position to range 32. It sought to upgrade your classification and certain data processing classifications for hiring and retention purposes. CSEA proposed that your salary range should remain at 29. It desired to spread the available money for reclassification among the other classes in issue.

In the negotiations, CSEA sought to increase the salary range of the high school counselor assistants from range 22 to 28, a six step increase.

Of the five CSEA negotiating team members, three were in classifications under consideration. Two members, including CSEA President Carmella Wentworth, were high school counselor assistants. One member was a bus driver. Chief negotiator Roy Hall was not in a classification under consideration, nor was the remaining member.

The second negotiations meeting was held on January 8, 1985 and the parties agreed that they had reached impasse. At this meeting CSEA proposed that your salary range be upgraded to 30 while the District still proposed range 32.

After this meeting on the same date Mrs. Wentworth held a private meeting with the high school counselor assistants. You do not have knowledge of what occurred at this meeting.

On January 23, 1985, a CSEA chapter meeting was held. You did not attend because you had to attend school and did not believe the union would give any detailed information regarding negotiations. Further, you felt there was no point in going because in your view Mrs. Wentworth becomes belligerent when she is asked questions. Instead of going to chapter meetings, it was your general practice to telephone or personally question Steve Balentine, CSEA Field Representative, regarding the status of the negotiations.

On January 23, 1985, you wrote the following letter to Mrs. Wentworth:

> Dear Mrs. Wentworth:
>
> I am writing this letter in regards to the present status of the negotiations between CSEA and the Saddleback Valley Unified School District. The area of the negotiations I am referring to is the re-classification of certain positions. As the position of Attendance Account Clerk (the position X hold) is one being considered, I would like to know why the negotiations have come to a stalemate.
>
> I would appreciate your responding, in writing, to the above request as soon as possible.
>
> Sincerely,
>
> Marge Tornetta
>
> cc: Pat Prezioso, Field Director
> Steve Balentine, Field Representative
> Dick Calister, Classified Personnel Director
> Manuel M. Melgoza, Regional Attorney, Public Employment Relations Board

Mrs. Wentworth responded to your letter the following day, on January 24, 1985, as follows:

Dear Mrs. Tornetta:

In response to your letter dated January 23, 1985, I would like to bring you up to date on the status of the Reclassification Negotiations.

As I'm sure you are aware, there are 16 positions currently being studied in these negotiations. Some of these requests for reclassification/reallocation date back as far as 1960. The Chapter has attempted to negotiate these positions many times in the past years. As a result of the most recent contract negotiations which concluded in April 1984, the District agreed to review by way of a Reclassification Committee the 16 positions currently being discussed, and then return to the negotiation table.

I'm sure that you are aware that the results of the negotiation will then be returned to the Chapter for ratification.

The Reclassification Committee consisted of 3 District representatives and 3 CSEA, Chapter 616, representatives. The committee met several times during the summer and fall. Negotiations commenced with the chapter in December 1984. The second negotiation session was held January 8, 1985 at which time the District indicated they were ready to go to impasse. A mediation date has been set for February 8, 1985.

There are several issues in this negotiation which are of concern to all employees involved in the reclassification. The total of employees involved is over 100.

Since it is the responsibility of the Chapter to represent all employees, whether or not they are members of the association, I can only assure you that everything is being done to break the stalemate that currently exists.

Again, I will re-extend my invitation to you to attend the next Chapter meeting which will be held on

February 13, 1985. I can only hope that you will continue to read the newsletter and even though you could not attend the Chapter meeting on January 23, I hope that you will not hesitate to keep informed by attending the meetings.

Sincerely,

FOR CHAPTER 616, CSEA

Carmella V7entworth
President

cc: Steve Balentine, Field Representative
Pat Brezioso, Field Director
Roy Hall, Chief Negotiator
Chapter File

On January 29, 1985, you again wrote Mrs. Wentworth as follows:

Dear Mrs. Wentworth: ;

I am in receipt of your letter dated January 24, 1985. After having read it several times, I have cone to the conclusion that you DID NOT respond to my original request. Perhaps you misunderstood my request as you gave me a history of what has transpired weeks ago. My request was, what the "present status of the negotiations between CSEA and Saddleback Valley Unified School District" is. I know all about CSEA's and the District's committees, meeting singularly and collectively, making their recommendations and also of the many positions that have been under consideration for many years. My position also has been under consideration for many years, to be exact it is 12 years and ten months. I also know that 16 positions are under consideration. That fact is very clear to me as when CSEA's negotiating team started their formal negotiations, for the year 83-84, they chose to arbitrarily remove the position of Attendance Account Clerk from the negotiation table. It was only after I called the Field Office and spoke to Mr. Pat Prezioso and

confronted him with this fact and my considerations filing an unfair practice against the association and the negotiators, that my position re-appeared.

I don't want to start quoting from the file I have been keeping regarding this natter and re-hash this entire episode. I am simply confused since two committees have met and concluded their recommendations. Now I hear that CSEA is not even taking their own committees recommendations, much less the Districts. In fact they want to spread one classifications' upgrading amongst the rest of the classifications'.

I know things never stay the same, but when I was President of CSEA, we represented the classified employees, ALL CLASSIFIED EMPLOYEES, whether they were members or not. We never tried to stop any employee from getting any kind of upgrading in their position, whether the District initiated it or CSEA, it was for the betterment of the employee, who they are supposed to be representing. It seems this present regime does not agree with that philosophy, to quote a statement featured in the October 1984 Classi-News, "There were members who felt strongly that to withhold ratification would point out more clearly to non-menbers the importance of joining CSEA, Chapter 616."

With an attitude like that, how can anything positive be resolved? No wonder the classified employees feel so strongly
CSEA.
Sincerely,

Marge Tornetta

cc: Roy Hall, Chief Negotiator
Pat Prezioso, Field Director
Steve Balentine, Field Representative
Dick Calister, Classified Personnel Director
Manuel M. Melgoza, Regional Attorney, Public Employment Relations Board

Mrs. Wentworth responded the following day, on January 30, 1985:

Dear Mrs. Tornetta:

Thank you for your letter of January 29, 1985. In response to your question of the status of negotiations between CSEA and Saddleback Valley Unified School District, I can only re-state ray response to you of January 24, 1985.

The Chapter and the District are at impasse regarding those negotiations. A mediation date has been set for February 8, 1985 at 9:30 a.m.

You are invited to attend the Chapter Meeting on February 13, 1985 at 4:30 p.m. for an update of the Reclassification Negotiations. At that time any questions you would like to ask, will be answered as fully as possible.

Again, thank you for your interest as it relates to chapter business.

Sincerely,

FOR CHAPTER 616, CSEA,

Carmella Wentworth
President

cc: Steve Balentine, Field Representative
Pat Prezioso, Field Director
Roy Hall, Chief Negotiator
Chapter File

On a number of occasions since fall 1984 you spoke personally to Mrs. Wentworth and Mr. Balentine. They informed you regarding the general progress of negotiations but: not regarding the status of your particular classification in the negotiations. Mrs. Wentworth once told you it could jeopardize the progress of negotiations as a whole to disseminate information to each individual regarding their particular position.

You did not attend the February 13, 1985 chapter meeting for the same reasons you did not attend the January 23 meeting.

You did attend the contract ratification meeting held on February 26, 1985, although you are not a member of CSEA and could not vote on the ratification of the contract.

As a result of the negotiations, the new contract provides that your salary range is increased from 29 to 32, a three step increase. Salary range 29 provides compensation from $1294 to $1569. Salary range 32 provides compensation from $1389 to $1689. The High School and Intermediate School Counselor Assistants were increased from range 22 to 25, likewise a three step increase.

Of the other 14 classifications in issue, three remained at the status quo, four were upgraded one step, three were upgraded two steps, two were upgraded three steps, one was upgraded nine steps, one was upgraded thirteen steps, and one was a new classification. The two classifications upgraded nine and thirteen steps, respectively, were data processing classifications which the District needed to hire and retain qualified personnel.

You have done a telephone survey of three surrounding school districts to establish a comparison of your salary to those in other districts. The job titles and job descriptions of the comparison classifications are not exactly the sane, but you state they are very close to your responsibilities. They are as follows:

District	Title	Salary Range
Capistrano Unified School District	Att./Acct.Tech	1464-1786
Irvine Unified School District	Comm.Serv/Acct. Tech.	1501-1871
Orange Unified School District	Acct.Tech.	1383-1685

There has been a history of animosity between you and Mrs. Wentworth. You have been an outspoken member of the bargaining unit since 1982 when you stepped down as CSEA President. You claim Mrs. Wentworth has a personal vendetta against you and has influenced the CSEA chief negotiator and other bargaining team members to seek to avoid a salary range increase for you.

Based on the foregoing facts, the charge basically alleges three unfair practices on the part of CSEA. First, CSEA failed to fairly represent you in the reclassification negotiations

because it did not seek to upgrade your classification sufficiently. Second, CSEA failed to properly inform you of the status of negotiations. Third, CSEA discriminated against you because it informed the high school counselor assistants of the status of negotiations on January 8, 1985 and denied **you** the same information. These issues all involve the exclusive representative's duty of fair representation of unit members.

Duty of Fair Representation

The duty of fair representation imposed on the exclusive representative extends to contract negotiations. Redlands Unified School District (Faeth) (9/24/78) PERB Decision No. 72; Los Angeles Community College District (Kimmett) (10/19/79) PERB Decision No. 106; Rocklin Unified School District (Romero) (3/26/80) PERB Decision No. 124.

In the Redlands, supra, case the Board looked to federal law to determine the scope of the duty of fair representation in negotiations. It noted that an exclusive representative has wide discretion in negotiating a contract which may not please every bargaining unit member so long as it does not engage in arbitrary, discriminatory or bad faith conduct. Regarding such discretion, the Board quoted from the United States Supreme Court opinion in Ford Motor Company v. Huffman, (1953) 345 U.S. 330, 31 LRRM 2548, 2551:

> Any authority to negotiate derives its principal strength from a delegation to the negotiators of a discretion to make such concessions and accept such advantages as, in the light of all relevant considerations, they believe will best serve the interests of the parties represented. A major responsibility of negotiators is to weigh the relative advantages and disadvantages of differing proposals... .Inevitably differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.

In the Rocklin case, supra, the Board also discussed the broad discretion afforded the exclusive representative in representing its unit members. This case involved a situation where the exclusive representative failed to negotiate with, the employer regarding employee benefits notwithstanding a provision in a prior agreement providing for annual negotiations as to such benefits. The Board stated that the charging party's pleadings merely suggested that the union could have negotiated as to benefits but did not do so. Since the union's duty of fair representation does not encompass an obligation to negotiate any particular item the charge was dismissed. The Board held that to establish a prima facie case alleging arbitrary conduct, the charge must:

> at a minimum include an assertion of sufficient facts from which it becomes apparent how or in what manner the exclusive representative's action or inaction was without a rational basis or devoid of honest judgment.

In Sacramento City Teachers Association (11/6/84) PERB Decision No. 428, the Board dismissed another case alleging a failure to fairly represent employees during negotiations. The exclusive representative's board of directors voted not to negotiate a specific proposal that would have resulted in an increased salary for certain teachers. The proposal was turned down after the board of directors heard arguments for and against the insertion of the proposal into the bargaining package. The Board found no arbitrary, discriminatory or bad faith conduct because the union had provided access for members to communicate their views and considered the views presented. The Board stated that the union had no obligation to take the proposal to the table, so long as it had legitimate non-discriminatory and non-arbitrary reasons for refusing to do so.

Internal Activities of an Employee Organization

The duty of fair representation involves the union's representation of unit members in their relationship with the employer. It does not involve regulation of the relationship between the exclusive representative and unit members.

The Board so held in the Kimmett, supra, case:

> The EERA does not describe the internal workings or structure of employee organizations nor does it define the

> internal rights of organization members. We cannot believe that by the use of the phrase "participate in the activities of employee organizations . . . for the purpose of representation on all matters of employer-employee relations" in section 3543, the Legislature intended this Board to create a regulatory set of standards governing the solely internal relationship between a union and its members. Rather, we believe that the Legislature intended in the EERA to grant and protect employees' rights to be represented in their employment relations by freely chosen employee organizations.
>
> Thus, unless the internal activities of an employee organization have such a substantial impact on employees' relationship with their employer as to give rise to a duty of fair representation, we find that public school employees do not have any protected rights under the EERA in the organization of their exclusive representative.

Applying the above law to the facts in your case, it is my preliminary determination that the charge as written does not state a prima facie case of an unfair practice on the part of CSEA. From the information you have provided, it appears that CSEA acted lawfully within its broad discretion during recent negotiations. You have not suffered any harm in your relationship with the employer which would indicate a violation of the duty of fair representation.

Failure to Negotiate Classification Upgrade to Salary Range 34

CSEA has broad discretion to bargain for the good of the bargaining unit as a whole. In doing so it may reasonably sacrifice the economic interests of individual members for the benefit of the total salary package. It has no obligation to pursue specific proposals urged by unit members, so long as it has afforded access for the presentation of views and considered such views.

According to the information you provided, CSEA did hear your views on many occasions regarding your desires to upgrade your classification. After consideration of these views CSEA had no duty to seek the highest possible salary range increase for your classification when it determined such a proposal would not be in the interests of the bargaining unit as a whole. It could permissibly seek to allocate available monies to the upgrading of more and different classifications than desired by the District.

You have alleged various factors indicating discriminatory or arbitrary conduct against you and your classification. In particular, you cite the background information that in previous negotiations a year ago CSEA had removed your classification from consideration in negotiations. Second, you note that in the recent negotiations, three of the five negotiating team members were in classifications under consideration. You assert they were therefore biased to negotiate a range increase of their own Counselor Assistant classification at the expense of your own. Third, you state a member of the CSEA reclassification committee advised you that the committee had not done a survey of comparable classifications in nearby school districts to determine the appropriate salary range of your classification. Finally, you cite a history of animosity between yourself and Mrs. Wentworth, CSEA President and negotiating team member which caused her to pursue a personal vendetta against you and influence the entire negotiating team to seek to deny you a salary range increase. .

Assuming that these allegations are true, none alone requires a finding that CSEA failed to fairly represent you. There is no requirement under the EERA that a specific proposal regarding your classification must remain on the table. There is no requirement under the EERA that the bargaining team must not be composed of unit members interested in the various proposals negotiated. Nor is the fact of interest alone sufficient to prove bias of the negotiating team members. There is no requirement that a reclassification committee seek data on comparable classifications in other districts. You have not shown that any personal animosity Mrs. Wentworth may have toward you caused a discriminatory result.

It could be argued that all of these factors together constitute a course of conduct on the part of CSEA that was discriminatory or arbitrary toward you, but for one persuasive fact. In the end, the reclassification negotiations did result in a salary range increase for you of three steps. This was the identical step increase that was received by the counselor assistants. Only two of the 16 classifications in issue were upgraded more than your classification, due to the District's position that they must be upgraded for recruitment and retention purposes. Further, the salary range negotiated for your classification is nearly identical to that of the Accounting Technician at the Orange Unified School District and thus not out of line with the prevailing salaries which you cite.

In short, the results of the negotiations do not reflect any harm to your economic interests and in fact indicate that you were fairly represented. Absent a showing of any harm to you in your employment relationship with the District, the Board will decline to involve itself in this case.

Information Regarding the Status of Negotiations

With regard to informing you regarding the progress of negotiations, the charge and other facts presented do not state a prima facie case. CSEA informed all members of the progress of negotiations at chapter meetings open to all members of the unit. Mrs. Wentworth and Mr. Balentine also informed you regarding the general progress of negotiations when you made oral and written inquiries. There is no requirement in the EERA that a union must individually advise individual employees of the status of each particular proposal affecting them. Absent a showing of any harm to you in your employment relationship with the District, this allegation must be dismissed.

Discrimination by Meeting With the High School Counselor Assistants

Finally, with regard to the allegation that CSEA provided the high school counselor assistants with more information than that provided to you, the charge as written also does not state a prima facie case. The charge basically alleges only the fact that Mrs. Wentworth met with the high school counselor assistants at one meeting on January 8, 1985 after an impasse was declared in negotiations. You do not have any knowledge of what occurred at the meeting and assume that it was held for the purpose of informing the counselor assistants of the status of negotiations. In contrast, you were advised by Ms. Wentworth to attend the chapter meetings if you desired more information than was given you in private conversations with her and Mr. Balentine.

The allegations do not establish discriminatory conduct in favor of the high school counselor assistants and and against your interests. The exclusive representative may have many reasons for meeting with various unit members, including the gathering of facts necessary for negotiations. Given the broad discretion afforded an exclusive representative in representing its members in negotiations, there is no prohibition against holding meetings with particular groups of employees. Again, absent a showing of harm in your employment relationship with the District, this allegation must be dismissed.

Opportunity to Amend

For the reasons stated above, the charge as presently written does not state a prima facie violation of the EERA. If you feel that there are facts which would require a different conclusion, please amend the charge accordingly. An amended charge should be prepared on a standard PERB unfair practice charge and clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of perjury by the charging party. The amended charge must be served on the respondent and the original proof of service must be filed with PERB. If I do not receive an amended charge or withdrawal from you before April 29, 1985, I shall dismiss the charge. If you have any questions regarding how to proceed, please call me at (213) 736-3127.

Sincerely yours,

Barbara T. Stuart
Regional Attorney

BTS:djm

Marge .Tornetta
25251 Tasman Road
Laguna Hills , CA 92653

April 24, 1935

Barbara T. Stuart, Regional Attorney
PUBLIC EMPLOYMENT RELATIONS BOARD
Los Angeles Regional Office
3470 Wilshire Blvd., Suite 1001
Los Angeles, CA 90010

RE: LA-CO-322

Dear Barbara:

I am in receipt of your letter dated April 22, 1985, in which you state "the charge as presently written does not state a prima facie violation of the EERA".

By notice of this letter, I am asking the EERA board to review its decision, I want to exercise my Appeal Rights.

One statement made by you, "There has been a history of animosity between you and Mrs. Wentworth", I take personal offense to. I can count on my fingers the times Mrs. Wentworth and I have conversed. This is not a personal argument between us. My position has and will continue to be that the Association has **a** responsibility to FAIRLY REPRESENT **ITS BARGAINING UNIT,** which in my case has not happened. I was a Past President who became disenchanted with the Association, a position which has hurt me to the extent my reclassification was pushed aside, almost to the point of extinction.

You also quoted the "Redlands, supra case, in which it states, "It noted that an exclusive representative has wide discretion in negotiating a contract which may not please *every* bargaining unit member so long as it does not engage **in arbitrary, discriminatory** or **bad** faith conduct."

The Association has ENGAGED IN ARBITRARY, DISCRIMINATORY OR **BAD** FAITH CONDUCT. This fact would be proven if the Public Employment Relations Board were to subpoena the District's records. My reclass request would still be in never never land if it were not for the District supporting me in negotiations.

The issued here, is not whether I obtained an increase, but what has transpired in negotiations. I feel that the stress level in my life for the past two years has been very high, brought upon by the discriminatory and bad faith conduct exercised by the Association.

Please contact me as to what the procedures are to pursue my Appeal Rights.

Sincerely,

Marge Tornetta

PROOF OF SERVICE BY MAIL
C C P . 1013a

I declare that I am employed in the County of Sacramento, California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is 1031 18th Street, Suite 200 . Sacramento, California 95814.

On June 21. 1985 . I served the attached

PERB Decision No. 509
Earlean B. Sanders v. Compton Education Association
Case No. LA-CO-305

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Sacramento, CA addressed as follows:

Georgia Maryland, Director
Compton Education Association
333 South Santa Fe
Compton, CA 90220

Ms. Earlean Saunders
2305 Killen Court
Compton, CA 90221

Ronald A. Knell
510 West Sixth Street, Suite 1221
Los Angeles, CA 90014

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on June 21, 1985 at Sacramento, California.

Teresa Stewart
(Type or print name) (Signature)