STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

YOULANDA O. WILLIAMS, Charging Party, v. CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION & ITS CHAPTER 500, Respondent.	Case No. LA-CO-1503-E PERB Decision No. 2304 December 28, 2012

Appearances: Youlanda O. Williams, on her own behalf; Sonja J. Woodward, Attorney, for California School Employees Association and its Chapter 500.

Before Martinez, Chair; Dowdin Calvillo and Huguenin, Members.

DECISION

MARTINEZ, Chair: This case is before the Public Employment Relations Board (Board) on appeal by Youlanda O. Williams (Williams) from the dismissal (attached) of her unfair practice charge. The charge, as amended, alleges that the California School Employees Association & its Chapter 500 (CSEA) violated the Educational Employment Relations Act (EERA)[1] in regard to its handling of the following disputes between Williams and her employer, the Los Angeles Unified School District: (1) a reassignment from Banning High School to Mark Twain Middle School in or around February 2010; (2) a pay discrepancy for 7.25 hours on or about September 2, 2010; and (2) a lay-off effective on or about September 23, 2011.[2] EERA section 3544.9 imposes an obligation on the exclusive

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

[2] As stated in the introductory paragraphs of the warning and dismissal letters, Williams' charge, as amended, alleges generally that CSEA failed to properly handle grievances, delayed in resolving the pay discrepancy, failed to represent Williams in dealing

representative to fairly represent each and every employee in the bargaining unit.[3] The Office of the General Counsel dismissed the charge for failure to state a prima facie violation of the duty of fair representation. Williams filed a timely appeal from the dismissal. CSEA filed a timely opposition.

The Board has reviewed the record in its entirety and given full consideration to the issues raised on appeal. Based on this review, the Board finds the warning and dismissal letters to be well-reasoned, adequately supported by the record and in accordance with the applicable law. The Board also finds that there are no issues raised on appeal that were not addressed and disposed of in the dismissal of the charge by the Office of the General Counsel.[4] Accordingly, the Board hereby adopts the warning and dismissal letters as the decision of the Board itself.[5]

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with the employer, delayed in providing a response and failed to communicate regarding grievances, California Public Employees' Retirement System and seniority rights. It is noted that CSEA filed a grievance on behalf of Williams regarding the reassignment dispute, but closed it prior to arbitration; no grievances were filed by CSEA on behalf of Williams regarding the pay discrepancy dispute or the lay-off dispute.

[3] A violation of rights guaranteed by EERA section 3544.9 is made unlawful by EERA section 3543.6(b).

[4] CSEA correctly asserts that Williams introduced new charge allegations and supporting evidence on appeal without a showing of good cause in violation of PERB Regulation* 32635(b). It is simply noted that even it good cause existed, none of the new charge allegations or supporting evidence would support a change in the outcome of this case. (*PERB Regs. are codified at Cal. Code Regs., tit. 8, sec. 31001 et seq.)

[5] Adoption of the dismissal letter is with one exception. The Board does not adopt the last full sentence on page 2. CSEA's March 14, 2012, supplemental position sttatement states that CSEA did not proceed with the February 2010 seniority rights grievance because there was no meaningful remedy available and "there were contractual considerations affecting whether CSEA could be successful," not because CSEA believed Williams' seniority to be accurately calculated as stated in the dismissal.

ORDER

The unfair practice charge in Case No. LA-CO-1503-E is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Members Dowdin Calvillo and Huguenin joined in this Decision.

PUBLIC EMPLOYMENT RELATIONS BOARD

Los Angeles Regional Office
700 N. Central Ave., Suite 200
Glendale, CA 91203-3219
Telephone: (818) 551-2809
Fax: (818) 551-2820

May 4, 2012

Youlanda O. Williams
P. O. Box 891
Lakewood, CA 90714

Re: *Youlanda Williams v. California School Employees Association & its Chapter 500*
Unfair Practice Charge No. LA-CO-1503-E
DISMISSAL LETTER

Dear Ms. Williams:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on December 14, 2011. Youlanda Williams (Charging Party) alleges that the California School Employees Association & its Chapter 500 (CSEA) violated section 3543.6 of the Educational Employment Relations Act (EERA or Act)[1] by (a) failing to properly handle grievances; (b) delaying in resolving a pay discrepancy; (c) failing to fairly represent Charging Party in dealing with the employer; (d) delaying to provide response; and (e) failing to communicate regarding grievances, PERS and seniority rights.

Charging Party was informed in the attached Warning Letter dated April 13, 2012, that the above-referenced charge did not state a prima facie case. Charging Party was advised that, if there were any factual inaccuracies or additional facts that would correct the deficiencies explained in that letter, Charging Party should amend the charge. Charging Party was further advised that, unless she amended the charge to state a prima facie case or withdrew it on or before April 27, 2012, the charge would be dismissed.

Charging Party filed a First Amended Charge on April 27, 2012. Charging Party states her allegations regarding CSEA's handling of her March 17, 2010 seniority rights grievance and her September 2, 2010 pay dispute grievance are timely because she was in contact with CSEA regarding her seniority rights grievance from March 17, 2010, through December 6, 2011, and was in contact with CSEA regarding her pay dispute grievance from September 2010 through at least August 31, 2011. During this time, Charging Party believed the grievances were being pursued by CSEA because she had several conversations with CSEA Labor Representatives Robert O'Reily and Tron Burdick. At the same time, Charging Party alleges that for seven months after the seniority rights grievance was filed, "it wasn't looked into by the Union. No communication to the member. Member asked for information regarding court case and [was] told 'No one in CVFO has that information and it would not be accessible until its conclusion.'"

[1] EERA is codified at Government Code section 3540 et seq. The text of the EERA and PERB Regulations may be found at www.perb.ca.gov.

Charging Party also alleges Moreno wrongfully refused to file a grievance regarding an August 10, 2011 Reduction in Force (RIF) letter:

> Moreno asked me which article I believe should be used for the lay-off. I'm paying my dues for them to know this information. 10/4/11, Mrs. Moreno states "Being on Worker's Comp does not exempt you from lay-off,["] but if the member has seniority rights they should not have been laid-off, plus if the member is out on and [*sic*] Industrial Medical leave they can't be laid-off, it's retaliatory from the District. The Union is aware of this, but I was informed by Leticia Munguia, Field Director per telephone conversation that time is not accured [*sic*] if a member is out on medical leave. That's false information as well, so the Union is given [*sic*] false information and misleading union members of their rights.
>
> ...
>
> CSEA and its member have not intended to help me with grievances with my employers in fact they seem to want to help the District to terminate me because I'm an outspoken union member in the meetings as [*sic*] ask for accountability from them.

Charging Party further alleges "CSEA delay[ed] in transferring my files to other employees who were to handle my case please see email dated 9/7/11." The September 7, 2011 e-mail message attached to the First Amended Charge consists of a June 2, 2011 e-mail message from Charging Party to CSEA Labor Representative Tron Burdick and forwarded to Moreno. It states:

> I have spoken to you severa[l] times regarding not receiving payment for 9/2/10, from Florence Griffith-Joyner. I informed you that the Labor Board stated the Union must help me with this issue, since you have a Union. Will the Union assist me with this issue[?] It has [been] nine months to the day.

Among the many documents Charging Party attached to the First Amended Charge, she included an October 4, 2011 e-mail message from CSEA Labor Representative Connie Moreno to Charging Party which states "As far as I know, no grievances have been filed on your behalf about your seniority. If you believe that other Office Techs, with less seniority, have been retained by the district while you have been laid off, please tell me their names."

CSEA acknowledges in its March 14, 2012 Supplemental Position Statement that it did not proceed with a grievance over Charging Party's September 2011 layoff because there was no basis to believe a grievance was warranted and CSEA believed William's seniority to be accurately calculated. CSEA did not proceed with the February 2010 seniority rights grievance because there was no meaningful remedy available and CSEA believed William's seniority to be accurately calculated. CSEA also alleges it did not pursue a grievance over the pay dispute

because Charging Party left the work site and did not work the hours at issue so there is no basis for a formal grievance.

As explained in the April 13, 2012 Warning Letter, to state a prima facie case that CSEA failed to meet its duty of fair representation, Charging Party must allege facts demonstrating CSEA's conduct was in bad faith, was discriminatory or was arbitrary. Arbitrary conduct can be shown by facts demonstrating CSEA's action or inaction was without a rational basis or was devoid of honest judgment. (*Reed District Teachers Association, CTA/NEA (Reyes)* (1983) PERB Decision No. 332, p. 9, quoting *Rocklin Teachers Professional Association (Romero)* (1980) PERB Decision No. 124; emphasis in original.) Also explained in the April 13, 2012 letter is the fact that "mere negligence" might constitute arbitrary conduct in cases where the individual interest at stake is strong and the union's failure to perform a ministerial act completely extinguishes the employee's right to pursue his claim. (*Coalition of University Employees (Buxton)* (2003) PERB Decision No. 1517-H.)

Assuming for the purposes of this analysis that the allegations are timely and assuming CSEA failed to look into or pursue grievances, delayed in pursuing grievances and failed to communicate with Charging Party, none of this conduct breaches CSEA's duty of fair representation because CSEA is entitled to use its own discretion or judgment to determine whether to pursue a bargaining unit members' grievances. CSEA's conduct would violate the duty of fair representation *only if* CSEA's conduct was in bad faith, was discriminatory or was arbitrary. Charging Party does not provide *facts* demonstrating CSEA's conduct was arbitrary, discriminatory or in bad faith. Charging Party does, however, allege CSEA did not want to help her because she was "outspoken." Merely alleging CSEA did not intend to help Charging Party and "seem[ed] to want to help the District terminate" Charging Party because she is "an outspoken union member in meetings [that] ask[s] for accountability" is conclusory and lacks *facts* necessary to establish CSEA's conduct was discriminatory.

Assuming also for the purposes of this analysis that CSEA wrongfully stated information regarding grievances would not be available until conclusion, was wrong or negligent in its asking Charging Party to identify the part of the CBA that was violated by the lay off, was wrong about leaves and time accrual and/or delayed in processing Charging Party's grievances, the allegations fail to provide *facts* demonstrating that CSEA failed to perform a ministerial act that completely extinguished Charging Party's rights.

Each allegedly wrongful action or inaction by CSEA involved an exercise of CSEA's discretion to determine whether or not to pursue grievances and none of the alleged wrongs consisted of CSEA failing to perform a ministerial act that completely extinguished Charging Party's rights. For all the reasons stated here and in the April 13, 2012 Warning Letter, the allegations fail to state a prima facie case and the charge is dismissed.

Right to Appeal

Pursuant to PERB Regulations,[2] Charging Party may 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. (Cal. Code Regs., tit. 8, § 32635, subd. (a).) Any document filed with the Board must contain the case name and number, and the original and five (5) copies of all documents must be provided to the Board.

A document is considered "filed" when actually received during a regular PERB business day. (Cal. Code Regs., tit. 8, §§ 32135, subd. (a) and 32130; see also Gov. Code, § 11020, subd. (a).) A document is also considered "filed" when received by facsimile transmission before the close of business together with a Facsimile Transmission Cover Sheet which meets the requirements of PERB Regulation 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Cal. Code Regs., tit. 8, § 32135, subds. (b), (c) and (d); see also Cal. Code Regs., tit. 8, §§ 32090 and 32130.)

The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95811-4124
(916) 322-8231
FAX: (916) 327-7960

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal. (Cal. Code Regs., tit. 8, § 32635, subd. (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 Cal. Code Regs., tit. 8, § 32140 for the required contents.) The document will be considered properly "served" when personally delivered or deposited in the mail or deposited with a delivery service and properly addressed. A document may also be concurrently served via facsimile transmission on all parties to the proceeding. (Cal. Code Regs., tit. 8, § 32135, subd. (c).)

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[2] PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

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 and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party. (Cal. Code Regs., tit. 8, § 32132.)

Final Date

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

Sincerely,

M. SUZANNE MURPHY
General Counsel

By _____
Mary Weiss
Senior Regional Attorney

Attachment

cc: Sonja J. Woodward

PUBLIC EMPLOYMENT RELATIONS BOARD

Los Angeles Regional Office
700 N. Central Ave., Suite 200
Glendale, CA 91203-3219
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April 13, 2012

Youlanda O. Williams
P. O. Box 891
Lakewood, CA 90714

Re: *Youlanda Williams v. California School Employees Association & its Chapter 500*
Unfair Practice Charge No. LA-CO-1503-E
WARNING LETTER

Dear Ms. Williams:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on December 14, 2011. Youlanda Williams (Charging Party) alleges that the California School Employees Association & its Chapter 500 (CSEA) violated section 3543.6 of the Educational Employment Relations Act (EERA or Act)[1] by (a) failing to properly handle grievances; (b) delaying in resolving a pay discrepancy; (c) failing to fairly represent Charging Party in dealing with the employer; (d) delaying to provide response; and (e) failing to communicate regarding grievances, PERS and seniority rights.[2]

I. Facts as Alleged in Charge

The Charging Party's allegations are, in their entirety:

> On Dec 6, 2011 I received certified letter from Leticia Munguia, [CSEA] Field Director stating "We do not have an active grievance on file for you." I have two grievances that were filed with CSEA; [] 2/10 and 8/2011. CSEA has delayed in resolving my pay discrepancy for 9/2/10 for 7.25 hrs. I have several emails addressing this issue and it's been over a yr. They have failed to

[1] EERA is codified at Government Code section 3540 et seq. The text of the EERA and PERB Regulations may be found at www.perb.ca.gov.

[2] Charging Party also alleges violations of Government Code sections 3519.5 and 3571 but those provisions pertain to the Ralph C. Dills Act (Dills Act; Gov. Code, § 3512 et seq.) and Higher Education Employer-Employee Relations Act (HEERA ; Gov. Code, § 3560 et seq.) which do not apply to Charging Party's employment at the Los Angeles Unified School District. Charging Party's employment was governed by EERA and Charging Party properly references section 3543.6 of EERA. It thus appears Charging Party included references to the Dills Act and HEERA unintentionally and this investigation analyzes the allegations solely under EERA.

> fairly represent me with dealing with LAUSD, with the delay in response, no communication with status of grievances, and issues with PERS, seniority rights.

Attached to the Charge is a document labeled "Remedy Statement" which states:

1. I would like to receive all dues returned to me from CSEA.
2. Pay for 9/2/10 7.25 hours.
3. PERS status to show actual yrs of service with LAUSD 9.8 not 7 ½.
4. Compensation for Pain & Suffering which they (CSEA) added to me during this time 10-20-06—present.

Charging Party attached over two dozen additional unreferenced documents to the Charge. These miscellaneous documents consist of, but are not necessarily limited to, e-mail messages, letters, grievances, notes, charge forms and computer screen printouts. Charging Party did not reference these documents in her Unfair Practice Charge nor did she label or explain their relevance.

On January 30, 2012, CSEA filed and served its Position Statement. Among other things, CSEA's position statement stated that the Charge failed to provide "'a clear and concise statement of the facts and conduct alleged to constituted an unfair practice,' as required by PERB Regulation 32615(a)(5)."

On February 9, 2012, Charging Party filed and served a Reply to CSEA's Position Statement which sets forth ten paragraphs apparently disputing or denying contentions CSEA raised in its Position Statement. Charging Party attached over a dozen documents to her Reply, and again, the Reply does not reference any of the attached documents and none of the documents are labeled.

On March 14, 2012, CSEA filed and served a Supplemental Position Statement which, again and among other things, stated that the Charge was not clear and concise and lacked required specificity.

II. Discussion

A. Charging Party's Burden to Establish a Prima Facie Case

PERB Regulation 32615(a)(5)[3] requires, inter alia, that an unfair practice charge include a "clear and concise statement of the facts and conduct alleged to constitute an unfair practice." The charging party's burden includes alleging the "who, what, when, where and how" of an

[3] PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

unfair practice. (*State of California (Department of Food and Agriculture)* (1994) PERB Decision No. 1071-S, citing *United Teachers-Los Angeles (Ragsdale)* (1992) PERB Decision No. 944.) Mere legal conclusions are not sufficient to state a prima facie case. (*Ibid.*; *Charter Oak Unified School District* (1991) PERB Decision No. 873.)

The charging party's burden also includes alleging facts showing that the unfair practice charge was timely filed; i.e., that the alleged unfair practice occurred no more than six months prior to the filing of the charge. (*Los Angeles Unified School District* (2007) PERB Decision No. 1929; *City of Santa Barbara* (2004) PERB Decision No. 1628-M.) PERB is prohibited from issuing a complaint with respect to any charge based upon an alleged unfair practice occurring more than six months prior to the filing of the charge. (*Coachella Valley Mosquito and Vector Control District v. Public Employment Relations Board* (2005) 35 Cal.4th 1072.) The limitations period begins to run once the charging party knows, or should have known, of the conduct underlying the charge. (*Gavilan Joint Community College District* (1996) PERB Decision No. 1177.)

B. Duty of Fair Representation

Charging Party alleges that the exclusive representative denied Charging Party the right to fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b). The duty of fair representation imposed on the exclusive representative extends to grievance handling. (*Fremont Unified District Teachers Association, CTA/NEA (King)* (1980) PERB Decision No. 125; *United Teachers of Los Angeles (Collins)* (1982) PERB Decision No. 258.) In order to state a prima facie violation of this section of EERA, Charging Party must show that the Respondent's conduct was arbitrary, discriminatory, or in bad faith. In *United Teachers of Los Angeles (Collins)*, the Public Employment Relations Board stated:

> Absent bad faith, discrimination, or arbitrary conduct, mere negligence or poor judgment in handling a grievance does not constitute a breach of the union's duty. [Citations omitted.]
>
> A union may exercise its discretion to determine how far to pursue a grievance in the employee's behalf as long as it does not arbitrarily ignore a meritorious grievance or process a grievance in a perfunctory fashion. A union is also not required to process an employee's grievance if the chances for success are minimal. [Citations omitted.]

In order to state a prima facie case of arbitrary conduct violating the duty of fair representation, a Charging Party:

> 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.

(*Reed District Teachers Association, CTA/NEA (Reyes)* (1983) PERB Decision No. 332, p. 9, quoting *Rocklin Teachers Professional Association (Romero)* (1980) PERB Decision No. 124; emphasis in original.)

With regard to when "mere negligence" might constitute arbitrary conduct, the Board observed in *Coalition of University Employees (Buxton)* (2003) PERB Decision No. 1517-H that, under federal precedent, a union's negligence breaches the duty of fair representation "to cases in which the individual interest at stake is strong and the union's failure to perform a ministerial act completely extinguishes the employee's right to pursue his claim." (Quoting *Dutrisac v. Caterpillar Tractor Co.* (9th Cir. 1983) 749 F.2d 1270, at p. 1274; see also *Robesky v. Quantas Empire Airways, Ltd.* (9th Cir. 1978) 573 F.2d 1082.) The burden is on the charging party to show how an exclusive representative abused its discretion, and not on the exclusive representative to show how it properly exercised its discretion. (*United Teachers - Los Angeles (Wyler)* (1993) PERB Decision No. 970.)

C. Interference

The test for whether a respondent has interfered with the rights of employees under the EERA does not require that unlawful motive be established, only that at least slight harm to employee rights results from the conduct. In *State of California (Department of Developmental Services)* (1983) PERB Decision No. 344-S, citing *Carlsbad Unified School District* (1979) PERB Decision No. 89 and *Service Employees International Union, Local 99 (Kimmett)* (1979) PERB Decision No. 106, the Board described the standard as follows:

> [I]n order to establish a prima facie case of unlawful interference, the charging party must establish that the respondent's conduct tends to or does result in some harm to employee rights granted under EERA.

Under the above-described test, a violation may only be found if EERA provides the claimed rights. In *Clovis Unified School District* (1984) PERB Decision No. 389, the Board held that a finding of coercion does not require evidence that the employee actually felt threatened or intimidated or was in fact discouraged from participating in protected activity.

D. Unfair Practice Charge Fails to State a Prima Facie Violation of EERA

The Unfair Practice Charge filed herein does not provide a "clear and concise statement of the facts and conduct alleged to constitute an unfair practice" and Charging Party does not meet her burden of alleging the "who, what, when, where and how" of an unfair practice. (*State of California (Department of Food and Agriculture)*, *supra*, PERB Decision No. 1071-S, citing *United Teachers-Los Angeles (Ragsdale)*, *supra*, PERB Decision No. 944.) For example, Charging Party states there were two grievances, but CSEA informed her they had no active grievances. Perhaps Charging Party is alleging CSEA failed to follow through or lost her grievances, but the lack of a clear and concise statement with the "who, what, when, where and why" renders it impossible to conclude, from the facts as presented, that CSEA's conduct, with

respect to Charging Party's grievances, was arbitrary, discriminatory or in bad faith, or that CSEA's conduct was irrational or devoid of honest judgment. It is Charging Party's burden to provide allegations that would demonstrate Respondent's conduct was arbitrary, discriminatory, or in bad faith or that would demonstrate Respondent's action or inaction was without a rational basis or devoid of honest judgment, or that CSEA abused its disrection. (See, e.g., *United Teachers - Los Angeles (Wyler)* (1993) PERB Decision No. 970.) Similarly, to state a prima facie case of interference, Charging Party must provide allegations that demonstrate Respondent interfered with Charging Party's EERA provided rights. The allegations also fail to allege facts demonstrating the unfair practice charge was filed in a timely manner.

Charging Party's allegations that CSEA delayed in resolving her pay discrepancy for over a year fail to specify many details, including but not limited to, when and how Charging Party presented the issue to CSEA, how CSEA delayed and what CSEA did that was a violation of the law. Charging Party alleges CSEA filed to fairly represent her in dealing with her employer, delayed in response, and had no communication of status of grievances, issues with PERS and seniority rights, but, again, there is no clear and concise statement that includes the "who, what, when, where and how" of the unfair practice. Without a clear and concise statement of the alleged violations, including the "who, what, when, where and how" of the unfair practice(s), it is not possible for PERB to conclude that Charging Party has stated a prima facie violation of EERA. It is also not possible, from the allegations provided, to determine the unfair practice charge was timely filed.

For these reasons the charge, as presently written, does not state a prima facie case.[4] If there are any factual inaccuracies in this letter or additional facts that would correct the deficiencies explained above, Charging Party may amend the charge. The amended charge should be prepared on a standard PERB unfair practice charge form, clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of perjury by an authorized agent of Charging Party. The amended charge must have the case number written on the top right hand corner of the charge form. The amended charge must be served on the Respondent's representative and the original proof of service must be filed with

[4] In *Eastside Union School District* (1984) PERB Decision No. 466, the Board explained that a prima facie case is established where the Board agent is able to make "a determination that the facts as alleged in the charge state a legal cause of action and that the charging party is capable of providing admissible evidence in support of the allegations. Consequently, where the investigation results in receipt of conflicting allegations of fact or contrary theories of law, fair proceedings, if not due process, demand that a complaint be issued and the matter be sent to formal hearing." (*Ibid.*)

PERB. If an amended charge or withdrawal is not filed on or before April 27,[5] PERB will dismiss your charge. If you have any questions, please call me at the above telephone number.

Sincerely,

Mary Weiss
Senior Regional Attorney

MW

[5] A document is "filed" on the date the document is **actually received** by PERB, including if transmitted via facsimile. (PERB Regulation 32135.)