



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
**UNFAIR PRACTICE CHARGE**

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

☐

If so, Case No.

NO

☒

1. CHARGING PARTY:

EMPLOYEE

☐

EMPLOYEE ORGANIZATION

☐

EMPLOYER

☒

PUBLIC<sup>1</sup>

☐

a. Full name:

Los Angeles Unified School District

b. Mailing address:

333 South Beaudry Avenue, Los Angeles, CA 90017

c. Telephone number:

(213) 241-1000

d. Name and title of  
person filing charge:

Devora Navera Reed, General Counsel

E-mail Address:

devora.naverareed@lausd.net

Telephone number: (213) 241-7600

e. Bargaining unit(s)  
involved:

Service Employees International Union, Local 99

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

a. Full name:

Service Employees International Union, Local 99

b. Mailing address:

Metroplex, 3530 Wilshire Blvd #1800 Los Angeles, CA 90010

c. Telephone number:

(213) 387-8393

d. Name and title of  
agent to contact:

Max Arias, Executive Director

E-mail Address:

marias@seiu99.org

Telephone number: (213) 387-8393

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

Los Angeles Unified School District

b. Mailing address:

333 South Beaudry Avenue, Los Angeles, CA 90017

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

## 5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☒

No ☐

Unknown ☐

## 6. STATEMENT OF CHARGE

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
- ☒ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Government Code section 3543.6, subdivisions (c) and (d) Unknown ☐
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge)**:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.) See attached ☒
- Please see Attachment 6.d.

## DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on 03/17/2023

at Long Beach, California (Date)  
(City and State)

Ellen C. Wu, Attorney

(Type or Print Name and Title, if any)

(Signature)

Mailing Address: 444 W. Ocean Blvd., Suite 1070, Long Beach, CA 90802

E-Mail Address: ewu@dwkesq.com

Telephone Number: (562) 366-8500

### **Attachment to Section 6.d.**

1. Service Employees International Union Local 99 ("SEIU") is the exclusive bargaining representative for four (4) separate Los Angeles Unified School District ("LAUSD" or "District") units: Units B, C, F, and G. Each of the four units has a separate collective bargaining agreement ("CBA"), many of the terms of which are identical. The SEIU/LAUSD CBAs cover approximately 30,000 classified employees of the District, including among others special education aides, transportation workers, food service workers, and building and grounds workers.
2. The end date of the terms of each of the four CBAs was June 30, 2020, but the contracts continued in effect thereafter unless terminated by any party with advance notice. SEIU and LAUSD's negotiations on successor agreements commenced in 2019, but due to the COVID-19 global pandemic, negotiations on a successor agreement paused, and the parties had to pivot to engage in COVID-related negotiations throughout 2020 and 2021.
3. Once the pandemic-related challenges eased, negotiations for a successor agreement began on February 16, 2022 and continued through December 21, 2022. During this time, approximately thirty-nine (39) bargaining sessions have been held.
4. On December 22, 2022, SEIU filed a request for impasse determination with the Public Employment Relations Board ("PERB"). The District opposed the request for impasse on the grounds that the parties were not at impasse.
5. On December 29, 2022, PERB determined the existence of an impasse and subsequently assigned a mediator to conduct impasse mediation with the parties.
6. The parties participated in impasse mediation sessions on February 21, 2023, and March 1, 2023.
7. On March 3, 2023, the mediator certified the case to fact-finding.
8. On March 13, 2023, SEIU filed a fact-finding request with PERB, and PERB has initiated the fact-finding process for LAUSD and SEIU. The immediate next step is for the parties to each designate their respective fact-finding panel member.
9. During the months of December 2022 and January 2023, on their SEIU Local 99 website ([www.seiu99.org](http://www.seiu99.org)), the union posted articles about the status of negotiations with LAUSD, and consistently spoke of "substandard wages", insufficient teacher and special education assistants, substandard cleaning and disinfecting at schools due to lack of custodial staff, and limited enrichment for students due to reduced work hours and lack of health care benefits for after school workers.
10. In early January 2023, SEIU announced its intent to hold a vote to authorize a strike against LAUSD. SEIU Executive Director Max Arias was quoted in a January 10, 2023 SEIU press release as saying, "A strike is the last option. Workers are hopeful that a fair agreement can be reached through the mediation process. However, there are major issues in LAUSD's compensation system that are leading to severe staffing shortages for

essential student services.” The press release included SEIU’s complaints about the difficulty in retaining and recruiting staff due to low wages.<sup>1</sup>

11. A January 20, 2023 post on the SEIU Local 99 website summarized the union’s contract demands. There were nine categories of demands, according to SEIU. Seven of the nine demands were requests for increased compensation in the form of wage increases, equity wage adjustments, eliminating unpaid furloughs, eliminating the District’s right to set employee’s schedules, increased health care coverage, paid training and professional, and the right to cash out vacation pay.
12. The voting period for SEIU’s pre-strike authorization was between January 24 and February 10, 2023. On February 9, 2023, a post on SEIU Local 99’s Facebook page reminded union members about the deadline for voting and described SEIU’s demands as follows:

Online voting will close on Friday, February 10 at 5:00pm. Make sure your voice is heard!

We are fighting for:

- ✓ 30% wage increase plus a \$2/hour equity wage adjustment
- ✓ More full-time hours
- ✓ Professional development, including training for Special Ed Assistants to become BIIs so we can put an end to the district’s expensive and ineffective subcontracting of our work.
- ✓ And much, much more!

13. A February 10, 2023 post on SEIU Local 99’s Facebook page quoted Gilbert Feliciano, bargaining team member and Special Education Assistant at LAUSD, about why the strike authorization vote was so important: “With inflation at an all time high and members living check to check the conditions have to improve. The only way we can progress as workers is by fighting for our rights!”<sup>2</sup>
14. On February 14, 2023, a news media item reported that SEIU Local 99 had voted to authorize a work stoppage. SEIU Executive Director Max Arias told the news media that SEIU was demanding equitable wage increases, more full-time work, respectful treatment and increased staffing levels.<sup>3</sup>
15. On March 1, 2023, LAUSD and SEIU participated in an impasse mediation session. On its website, SEIU provided a summary of the mediation, acknowledging that LAUSD made some movement in mediation but noting that was not enough for SEIU. Specifically, LAUSD had proposed fully-paid health benefits, including coverage for dependents, for unit members in Units F and G. SEIU stated that LAUSD had refused its demand for a 30% raise, plus a \$2/hour equity wage increase. SEIU also stated that “It’s clear the district is paying attention to our ongoing actions because they made some movement – but it’s still not enough,” and “Let’s keep pushing LAUSD to show us the respect we deserve!” SEIU noted the upcoming planned events as follows: “March 7 Day of Protest – On March 7, the LAUSD school board will be meeting to discuss our contract. Let’s

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<sup>1</sup> <https://www.seiu99.org/2023/01/10/lausd-school-workers-set-schedule-for-strike-vote-january-23-february-10-2023/>

<sup>2</sup> <https://fb.watch/jj6ErPzl4/>

<sup>3</sup> <https://www.hcamag.com/us/specialization/industrial-relations/lausd-workers-authorize-strike-in-decisive-vote/436275>



make sure they hear us!"; and "March 15 Massive joint rally with UTLA teachers." SEIU again referenced the members' overwhelming vote to strike and that they should be prepared at each school and worksite to "demand respect."<sup>4</sup>

16. On March 7, 2023, SEIU members engaged in an Informational Picket at hundreds of District sites. Printed signs carried by picketers included references to "Equitable Wages Now!", "Respect Us Pay Us", "We Demand Respect", "I am Voting Yes For SEIU Local 99 For Better Wages" and "Fighting For Clean, Safe & Supportive Schools," and SEIU referred to their employees as "essential."<sup>5</sup>
17. On March 7, 2023, SEIU advised the District that it was providing 10 days' notice of cancellation of their four CBAs with the District.
18. As of Sunday, March 12, 2023, SEIU's website still included answers to frequently asked questions ("FAQs") about a potential strike. The FAQs included the following in relevant part:
  - a. Q: Why have we come to this point in negotiations? A: ..... On December 22, 2022, our bargaining team declared an impasse. This means a state mediator will now try and help us reach an agreement. We are hopeful that an agreement can be reached, but if the district continues to stall and disrespect our rights, we must be ready to strike if we want to win significant changes in our contract.
  - b. Q: How will students be impacted by a potential strike? A: One of the reasons we are considering a strike is to force the District to address working conditions that are impacting students, including staffing shortages. Low wages, part time work is making it difficult for LAUSD to recruit and retain enough staff for essential student services. We are demanding more staff to ensure clean, safe, and supportive schools for all students.
  - c. Q: Who will make the decision to go on strike? A: The decision to go on strike will be made by the members of SEIU Local 99. There are two steps to the process:
    1. **Strike Authorization Vote.** Members took a vote in an official strike authorization vote that was held January 23 – February 10. With a 96% 'yes' vote, gives the elected members of our Bargaining Team permission to call for a lawful strike if we cannot reach an agreement during the impasse process.
    2. **Strike.** Our Bargaining Team will set a strike date and call for a strike. To be clear, our goal is not to strike, but if our bargaining team decides that a strike is necessary, it is critical that we show our power through our unity. If only a few members go on strike, the District will not be inclined to settle. The District's response will depend on the strength of our participation.
  - d. Q: When will we go on strike? A: The law gives us the right to call a strike after we have exhausted the impasse process. We are currently engaged in this process. No dates have been set for a strike.
  - e. Q: How long would we be on strike? A: Right now, no timeline has been set. Our Bargaining Team would determine the duration of the strike. However, the goal

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<sup>4</sup> <https://www.seiu99.org/2023/03/01/lausd-makes-some-movement-in-mediation-but-not-enough/>

<sup>5</sup> <https://www.flickr.com/photos/local99/albums/72177720306539601>

of the strike is to show our unity and make sure the District negotiates with us in good faith and we need to be committed to stand strong for as long as it takes.

19. On March 15, 2023, SEIU held a rally at City Hall, during which elected SEIU Executive Director Max Arias announced SEIU's intent to strike for three (3) days beginning on March 21, 2023. During the rally, SEIU Local 99 emcee Keara White was quoted as saying, "It's time to get paid what we deserve. Everyone here deserves to be paid more. These are not livable wages."<sup>6</sup>
20. During the March 15, 2023 rally, SEIU unit employees were interviewed by various media outlets subsequent to the announcement of a strike. Blanca Gallegos, a SEIU Local 99 member was quoted as saying, "We are preparing to strike because after nearly a year of negotiations with the district, they have not been fruitful. Workers are asking for a living wage. Right now workers of LAUSD earn below the poverty line."<sup>7</sup>
21. In a letter emailed to the District on March 16, 2023, SEIU advised LAUSD that SEIU will be engaging in a "UPC strike" on March 21 through 23, 2023.
22. In a letter emailed to the District on March 16, 2023, United Teachers Los Angeles ("UTLA") advised LAUSD that UTLA will be engaging in a sympathy strike in support of SEIU's UPC strike.
23. Certain classifications and employees within SEIU's units constitute "essential employees" whose absence from work during the strike will imminently threaten the public health and safety. The factual information regarding these essential employees are set forth in the Declarations of Dr. Maribel Luna, Florence Simpson, Dennis Bradburn, and Daniel Kang and their accompanying Essential Employee Exhibit A in support of the District's injunctive relief petition, and are enclosed with this charge as **Exhibit 1**.
24. Between September 2022 and March 14, 2023, SEIU, who represents over 30,000 unit employees at the District, filed a total of sixteen (16) unfair practice charges against the District. Twelve (12) SEIU unfair practice charges each involve a single incident involving one employee at a school site. The other four (4) SEIU unfair practice charges make conclusory allegations of unilateral change or failure to provide information, and the alleged unilateral changes were unrelated to the parties' successor contract negotiations. The District denies that it committed any unfair practice as set forth in the position statements that have been or will be filed in those cases.
25. Government Code section 3543.6 provides in relevant part: "It shall be unlawful for an employee organization to: . . . (c) Refuse or fail to meet and negotiate in good faith with a public school employer of any of the employees of which it is the exclusive representative; (d) Refuse to participate in good faith in the impasse procedure set forth in Article 9 (commencing with Section 3548)."
26. PERB has held that strikes or other work stoppages before completion of the statutory impasse resolution procedures create a rebuttable presumption that such action violates the union's duty to negotiate in good faith, and/or to participate in good faith in the impasse resolution process. (*Santa Maria Joint Union High School District* (1989) PERB

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<sup>6</sup> <https://www.dailybreeze.com/2023/03/15/lausd-unions-hold-joint-rally-as-strike-looms/>

<sup>7</sup> <https://abc7.com/lausd-strike-seiu-local-99-teachers-union-los-angeles-unified-school-district/12959989/>

Order No. IR-53; *Sacramento City Unified School District* (1987) PERB Order No. IR-49; *Fresno Unified School District* (1982) PERB Decision No. 208.) Specifically, PERB has held that such strikes or other work stoppages by the union *prior* to the exhaustion of impasse resolution procedures may constitute an “illegal pressure tactic,” and thus an unfair practice for failure to negotiate in good faith. (*San Diego Teachers Association v. Superior Court* (1979) 24 Cal. 3d 1, 8-9; *Fresno Unified School District* (1982) PERB Decision No. 208.)

27. Here, SEIU has attempted to justify the legality of striking *prior* to the exhaustion of the statutory impasse procedures under the pretext of an unfair labor practice (“ULP”) strike. SEIU has not and cannot meet the burden of establishing that it engaged in a lawful pre-impasse ULP strike, and therefore, SEIU’s strike is unlawful and constitutes an unfair practice in violation of EERA.
28. To establish that a strike is a lawful ULP strike, SEIU must prove that (1) LAUSD committed an unfair practice, and (2) the strike was provoked by LAUSD’s unfair practice and was undertaken as a last resort. (*Rio Hondo Community College District [Rio Hondo CCD]* (1983) PERB Dec. No. 292; *Regents of the University of California* (2010) PERB Decision No. 2094-H [*Regents of the UC*].) PERB has noted that the mere fact that an unfair labor practice is committed prior to a strike does not necessarily render that strike a lawful ULP strike. Rather, the burden rests with SEIU to prove, in the nature of an affirmative defense, that LAUSD’s unfair labor practice in fact provoked the strike. (*Rio Hondo CCD, supra*, PERB Dec. No. 292, citing *Latrobe Steel Co. v. NLRB* (1980) 630 F.2d 171 and *NLRB v. Broadmoor Lumber Co.* (9th Cir. 1978) 578 F.2d 238, 242.) Provocation is a question of fact, and to make this determination, PERB considers such factors as (1) the statements made when the strike vote was taken, (2) the content of picket signs and leaflets, (3) the closeness in time between the unfair practice and the strike, (4) whether unfair practice charges were filed to protest the employer’s alleged misconduct, and (5) the nature and seriousness of the alleged unfair practices. (*Rio Hondo CCD, supra*, PERB Dec. No. 292; *Sacramento City Unified School District, supra*, PERB Order No. IR-49; *Santa Maria Joint Union High School District, supra*, PERB Order No. IR-53.)
29. Here, the primary motive for SEIU’s three-day pre-impasse strike is economic considerations to gain concessions at the bargaining table. Any reference by SEIU now to the unfair practice charges that were filed against the District as the motive for the strike is at best, incidental to the primary motive of an economic strike, and at worst, a pretext for their unlawful strike. Notably, around the time that SEIU declared impasse for the parties’ successor contract negotiations, during the months of December 2022 and January 2023, SEIU posted articles on its website regarding the status of negotiations with LAUSD, including a summary of their economic proposals relating to wages, health care benefits, and hours. In early January 2023, SEIU announced that it would hold a vote to authorize a strike, and the basis for the strike was the contract negotiations with LAUSD. SEIU Executive Director Max Arias informed members that a “strike is the last option” and that workers are hopeful that a fair agreement can be reached through the mediation process. During SEIU’s pre-strike authorization voting period, SEIU reminded union members to vote and summarized SEIU’s economic contract demands for wage increases, equity adjustment, and increased hours. SEIU subsequently announced that its members had voted to authorize a work stoppage because SEIU was demanding equitable wage increases, more full-time work, respectful treatment, and increased staffing levels.

30. After the second day of impasse mediation concluded on March 1, 2023, SEIU announced that LAUSD had made movement during mediation but that it was not enough for SEIU. SEIU further stated that its ongoing actions caused LAUSD to make the movement and they needed to keep pushing LAUSD to show them the respect they deserve. SEIU then encouraged its members to attend the upcoming events on March 7 and 15, 2023 to make sure that the District hears them. During its picketing on March 7, 2023, SEIU's picket signs included messages regarding their economic contract demands and stating that they were essential employees. SEIU's website also included Frequently Asked Questions ("FAQs") about a potential strike, which all related to the negotiations process, their economic contract demands, and that if the parties were not able to reach agreement after the impasse process was exhausted, then SEIU has the legal right to strike. During the rally on March 15, 2023, SEIU representatives and members noted that they are striking due to protracted and unsuccessful negotiations with the District to date.
31. Based on the above, it is clear throughout SEIU's own messaging to its members as well as the basis for its strike authorization vote, they were all related to its economic considerations to gain concessions at the bargaining table. SEIU has repeatedly emphasized that they intend to exert pressure on the District and strike in order to get a contract that they believe is fair to them. The parties have not completed the fact-finding process, and SEIU even told its members that it does not have a legal right to strike until the exhaustion of impasse procedures. Nonetheless, SEIU now intends to strike pre-impasse under the pretext of a ULP strike. Given the overwhelming evidence that SEIU's strike is primarily motivated by economic considerations to gain concessions in bargaining, SEIU has not and cannot meet its burden to establish a lawful ULP strike. Specifically, SEIU cannot establish that it was provoked to strike and it was undertaken as a last resort due to LAUSD's alleged unfair practices. As a threshold matter, SEIU never filed an unfair practice charge against the District alleging any bad faith conduct during the contract negotiations or the current impasse process. Moreover, in cases where PERB found that the union met its burden to establish a legal ULP strike, the district's unfair practices directly related to and upset the bargaining process. (*Modesto City Schools* (1983) PERB Dec. No. 291; *Fremont Unified School District* (1980) PERB Decision No. 136.) No such conduct by the District exists here. Rather, between September 2022 and March 14, 2023, SEIU, who represents over 30,000 unit employees, filed a total of sixteen (16) unfair practice charges against the District. Twelve (12) SEIU unfair practice charges each involve a single incident involving one employee at a school site. The other four (4) SEIU unfair practice charges make conclusory allegations of unilateral change or failure to provide information. The alleged unilateral changes were unrelated to the parties' successor contract negotiations. The District denies that it committed any unfair practice as set forth in the position statements that have been or will be filed in those cases.
32. Further, SEIU cannot establish that its 3-day ULP strike was taken as a last resort. SEIU has never taken any urgency with these unfair practice charges against the District, such as requesting expedited processing with PERB or even seeking injunctive relief. To the contrary, first, on January 5, 2023 SEIU's counsel asked if LAUSD was agreeable to postponing the informal settlement conference on one such charge set for January 11, 2023 in order to consolidate it with a conference that was scheduled for February 9, 2023. On January 6, 2023 LAUSD agreed to SEIU's request to consolidate the charges on and move forward with the February 9, 2023 Settlement Conference. Shortly thereafter, SEIU began to organize their strike vote. On February 6, 2023, three days before the scheduled settlement conference on the pending unfair practice complaints, SEIU's counsel, Daniel Rojas, again asked LAUSD's Office of General Counsel whether

LAUSD was amenable to rescheduling the settlement conference and consolidating additional unfair labor practice complaints into one informal conference "to sometime in April 2023." Based on the parties' availability, the consolidated informal conference is scheduled for April 25, 2023.

33. Here, SEIU's 3-day pre-impasse strike while the parties are still in fact-finding is nothing more than an unlawful pressure tactic to obtain the District's economic concessions now before the completion of EERA's statutory impasse procedures. SEIU's conduct is unlawful and constitutes a violation of SEIU's duty to bargain in good faith under EERA.
34. It is unlawful for "essential employees" to strike. "Essential employees" are those employees whose absence from work imminently and substantially threatens public health or safety. (*San Mateo County Superior Court* (2019) PERB Order No. IR-60-C, p. 3 ("*San Mateo County Superior Court*"); *County Sanitation Dist. No. 2 v. Los Angeles County Employees' Assn.* (1985) 38 Cal.3d 564, 585-586, cert denied (1985) 474 U.S. 995 ("*County Sanitation*").) PERB has sought injunctive relief to prevent "essential employees" from participating in work stoppages. (*San Mateo County Superior Court, supra*, PERB Order No. IR-60-C.) As set forth in the Declarations in Exhibit 1, the District has a minimum level of staffing of essential employees whose absence during the strike would imminently threaten public health and safety, and it is unlawful for them to strike.
35. Accordingly, the District requests the following remedy:
  - a. Grant the District's concurrently filed Petition for Injunctive Relief and seek a court order enjoining SEIU and its officers, agents, representatives and members from authorizing, advocating, encouraging, directing, and/or engaging in any unlawful work stoppage prior to the exhaustion of statutory impasse procedures, or at minimum, to enjoin the "essential employees" in SEIU's units from engaging in any unlawful work stoppage;
  - b. Expedite the processing of this matter pursuant to PERB Regulation 32147;
  - c. Issue a cease and desist order;
  - d. Order SEIU to negotiate with the District in good faith, and to participate in the statutory impasse proceedings in good faith;
  - e. Notice posting; and
  - f. Any and all other remedies that PERB deems just and proper.

# EXHIBIT 1

DANNIS WOLIVER KELLEY  
444 W. OCEAN BLVD., SUITE 1070  
LONG BEACH, CA 90802

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Telephone: 562.366.8500  
6 Facsimile: 562.366.8505

7 Attorneys for Petitioner  
LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF DR. MARIBEL LUNA  
IN SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**



**DECLARATION OF DR. MARIBEL LUNA**

I, DR. MARIBEL LUNA, hereby declare and state as follows:

1. I am the Senior Director, Division of Special Education, for the Los Angeles Unified School District (the "District" or "LAUSD"). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. I have been employed by the District for approximately 24 years and have held the position of Senior Director, Division of Special Education, at LAUSD since 2020. Prior to working as Senior Director of Special Education, I worked in various District positions as Director of Human Resources, School Principal, Assistant Principal and Teacher in both general education and special education.

3. In my capacity as Senior Director, I oversee the District's special education budget and programs. Through the course and scope of the duties of my position, I am very familiar with the District's general process for ensuring that the program options, supports, and services for students with disabilities within the District are implemented in compliance with both federal and state special education laws and regulations, which include the Individuals with Disabilities Education Act ("IDEA") and the California Education Code. "Special education" refers to specially designed instruction, in terms of content, methodology, and/or delivery of instruction, to meet the unique needs of a child with a disability. Special education may be accompanied by related services that are required to assist a child with a disability to benefit from his or her educational program, and may include, but are not limited to, physical and occupational therapy, language and speech, counseling, and school health services. Each student with a disability (known under the laws as Individuals With Exceptional Needs) has an Individualized Education Program ("IEP") that sets forth the educational placement and services the District is required to provide in order to appropriately address the student's individual and unique needs.

4. In the event of a strike, approximately 65,000 students with IEPs would be severely impacted. These students are in need of the most critical support to maintain their health and safety, including those students with severe intellectual disabilities and serious health conditions who require assistance from essential employees such as Special Education Assistants

1 and Health Care Assistants for daily life activities such as feeding, toileting, and movement.  
2 Without these critical services, these students' health and safety would be in jeopardy. They could  
3 get injured, injure themselves and/or cause harm others.

4 5. In support of the District's injunctive relief pleading against SEIU, I have prepared  
5 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the Division  
6 of Special Education.

7 **Imminent Threat to Public Health and Safety**

8 **Special Education Assistants**

9 6. Some students receiving special education supports and services, due to their  
10 moderate to severe cognitive delays, are placed in the District's Special Education Centers  
11 ("SEC"). Many of the students in SEC programs qualify for special education under the eligibility  
12 of Intellectual Disability, or Multiple Disability due to a combination of disabilities with their  
13 cognitive impairments, and have self-care, mobility, and other physical needs.

14 7. For these students, placement in an SEC is determined to be appropriate by an IEP  
15 team due to the level of support they require. Part of the support built into SEC programs are the  
16 services provided by Special Education Assistants ("SEA"), whose duties include, but are not  
17 limited to: lifting students in and out of holding or locomotive devices; lifting students on and off  
18 buses; assisting students with all aspects of toileting which may include diapering and lifting on  
19 and off the toilet, changing tables, and mats; assisting students with the use of mobility  
20 equipment, such as leg braces, walkers, mobile standers, and tricycles; assisting teachers in  
21 working with students who may be demonstrating behaviors such as hitting, biting, scratching  
22 themselves or others; running or otherwise attempting to leave the classroom or campus; assisting  
23 with the implementation of behavior support plans and/or crisis plans; obtaining food from the  
24 kitchen, serving food, and feeding students or helping them to feed themselves; taking  
25 temperatures of students, administering first aid, and providing basic nursing care; and  
26 implementing special physical handling, care, or exercises prescribed by doctors, nurses, or  
27 therapists.  
28

1           8.       These students who are enrolled in SECs, due to their multiple disabilities, are not  
2 ambulatory and are dependent on others to perform the majority of life activities, from the  
3 moment they wake up each day to the time they go to bed each evening. While at school, these  
4 students require the assistance of SEAs to be fed, positioned appropriately in their equipment, to  
5 handle their toileting needs including changing their diapers if they soil or wet themselves, and to  
6 maintain their safety throughout the school day.

7           9.       LAUSD has approximately 6,500 SEAs District-wide. Among the 6,500 SEAs, the  
8 District has identified the following minimum staffing of SEAs that is needed to prevent the  
9 imminent threat to public health and safety during a strike.

- 10           a.       The District has identified 275 students with IEPs in SECs whose health and  
11 safety would be imminently threatened in the absence of SEAs. Therefore, the  
12 District believes that the minimum number of SEAs needed to prevent an  
13 imminent threat to public health and safety in SECs is **27 SEAs**. Without this  
14 minimum staffing of SEAs in SECs, these 275 students could seriously harm  
15 themselves and others, including but not limited to biting, hitting, punching  
16 and other physical aggression toward themselves and/or others, pulling their  
17 hair, banging their head, and grabbing sharp objects. Moreover, without the  
18 SEAs, these students would not be able to move about the classroom or  
19 campus, have toileting needs addressed, including changing soiled diapers,  
20 and/or receive proper and safe care.
- 21           b.       The District has identified 320 students with IEPs in Multiple Disability-  
22 Severe ("MDS") programs at various school sites whose health and safety  
23 would be imminently threatened in the absence of SEAs. Therefore, the  
24 District believes that the minimum number of SEAs needed to prevent an  
25 imminent threat to public health and safety in MDS programs is **105 SEAs**. All  
26 students in the District's MDS programs stand to be adversely impacted by the  
27 threatened strike, leaving students without assistance to be fed and nourished  
28

1 throughout the school day, and without assistance to prevent injury to  
2 themselves and/or others.

3 c. Additionally, there are also students with moderate to severe disabilities who  
4 have high needs in other District programs, such as Career and Transition  
5 Centers, Alternate Curriculum Programs, and Special Day Programs, whose  
6 health and safety would be imminently threatened in the absence of SEAs.  
7 Approximately 631 students fall into this category and require the support of a  
8 SEA on a one-on-one basis. These students display intensive behaviors which  
9 include self-injury, physical aggression, and elopement. Therefore, the District  
10 believes that the minimum number of SEAs needed to prevent an imminent  
11 threat to public health and safety in these other District programs is **631 SEAs**.

12 10. In the event of a strike, the District would be left without the sufficient number of  
13 employees necessary to fully implement students' IEPs, including the ability to properly tend to  
14 students' self-care and basic life needs. Without the assistance of SEAs to help with students'  
15 feeding, toileting, and safe navigation throughout the classroom and campus, students' health and  
16 safety are at great risk. In addition, such a failure exposes the District to potential legal  
17 compliance issues under applicable law as it relates to the provision of services to students with  
18 IEPs, including complaints made to the Office of Administrative Hearings, California Department  
19 of Education, and/or Office for Civil Rights.

20 11. LAUSD currently does not have a viable replacement plan to fill the positions of  
21 SEAs in the event of a strike, as the District's SEA substitutes are also part of SEIU, and the  
22 District is not aware of any outside agency that can provide the unique services of SEAs.

23 12. Furthermore, as one of the most important aspects of the work of SEAs is to know  
24 and understand the specific needs of the individual students. SEAs receive their training primarily  
25 on the job. SEAs work with the same small group of students in the classrooms to which they are  
26 assigned, and as a result, they are able to become familiar with the disabilities and needs of their  
27 students and details of their IEPs. In working closely with their students, the SEAs become  
28 familiar with the needs of the individual students, including understanding their likes and dislikes,

1 their routines, what strategies are most effective with them, and their strengths and weaknesses.  
2 For this reason, it is extremely difficult to assign others to fulfill the necessary duties the  
3 District's SEAs provide.

#### 4 Health Care Assistants

5 13. Some students with disabilities may be medically fragile, requiring certain medical  
6 procedures and protocols to be performed during the school day. These procedures and protocols  
7 may include, but are not limited to, catheterization, gastrostomy tube ("G-tube") feeding, oral  
8 suctioning, ostomy care, and tracheostomy suctioning. These services are performed by the  
9 District's Health Care Assistants ("HCA") who have been trained by and work under the  
10 supervision of a nurse.

11 14. The procedures performed by HCAs are of critical importance to the health of  
12 these students and failure to provide these services could potentially place the students in life  
13 threatening situations. For instance, there are students who, as a result of their respiratory  
14 conditions, have tracheostomies and require the assistance of HCAs to suction their tracheostomy  
15 tubes at regular intervals and as needed with the buildup of mucous. Without assistance from the  
16 HCAs, these students' airways could become blocked, restricting their ability to breathe and  
17 potentially leading to catastrophic results. As another example, there are also students who have  
18 severe cerebral palsy "G-tubes" that go into their stomachs to provide nutrition directly. The  
19 HCAs assist these students by blending food and feeding the students through their G-tubes.  
20 Depending on the consistency of the food, this process can take a long time. Additionally, HCAs  
21 are trained on identifying and addressing problems with students' G-tubes, such as the G-tube  
22 becoming loose or leaking.

23 15. In addition to performing medical procedures, HCAs perform similar duties to  
24 those of SEAs, as described above, including obtaining food from the kitchen, serving food, and  
25 feeding students or helping them feed themselves; cleaning medical equipment; administering  
26 prescription medication; and implementing special physical handling, care, or exercises  
27 prescribed by doctors, nurses, or therapists.

28 16. Many students requiring the services of HCAs qualify for special education

1 services due to having multiple disabilities, such as a combination of orthopedic or other physical  
2 impairment, and cognitive impairments.

3 17. Students requiring support from HCAs need constant, individualized attention and  
4 care. Because each student's disabilities and health needs are different, HCAs undergo student-  
5 specific training. For example, a student with a severe seizure disorder requires a HCA in close  
6 proximity at all times to be able to recognize the student's seizures and respond immediately to  
7 prevent harm, such as clearing the surrounding area, providing cushion for the child's head,  
8 loosening tight clothing around the neck, and knowing when to seek medical help.

9 18. LAUSD currently has approximately 305 HCAs. As HCAs are assigned one-to-  
10 one with students, this means that approximately 305 students' health and safety would be  
11 imminently threatened in the absence of their one-to-one HCAs. For instance, the health and  
12 safety of students would undoubtedly be at risk without HCAs to suction mucous from the  
13 airways of children who are unable to clear the airways, assist with the use of special breathing  
14 devices, insert catheters into the bladders, insert feeding tubes, inject insulin or administer other  
15 medications, and perform other critical health-related tasks. Therefore, the District believes that  
16 the minimum number of HCAs needed to prevent an imminent threat to public health and safety  
17 is **305 HCAs**.

18 19. Although nurses may be in the best position to replace the HCAs, there are not  
19 enough school nurses available to provide individualized care, as there is already a shortage of  
20 nurses in LAUSD. Therefore, the replacement of HCAs with school nurses is not a viable plan, as  
21 hundreds of additional students would be left without necessary care. These students do not have  
22 assigned HCAs but require school nurses to administer medications and assist with medical  
23 devices, consistent with health care protocols, in order to access their educational programs.

24 20. Therefore, in the event of a strike, LAUSD would need to replace HCAs using an  
25 outside company. LAUSD may only contract with nonpublic agencies, certified by the California  
26 Department of Education ("CDE"), to provide special education and related services. Nonpublic  
27 agencies, however, are not available as a replacement option for HCAs as they cannot receive  
28

1 certification from the CDE for healthcare services other than nursing services. Moreover,  
2 nonpublic agencies providing nursing services have limited availability.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct.

5 Executed this 16<sup>th</sup> Day of March, 2023, at Los Angeles, California.

6  
7   
8 DR. MARIBEL LUNA



**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**SPECIAL EDUCATION**

**LAUSD V. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Reg ular Week end Staffi ng for 24- ho ur peri od (spe cify shif ts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>INSTRUCTION</b>							
Special Education Assistants ("SEAs")	School sites	Duties include, but not limited to: lifting students in and out of holding or locomotive devices; lifting students on and off buses; assisting students with all aspects of toileting which may include diapering and lifting on and off the toilet, changing tables, and mats; assisting students with the use of mobility equipment, such as leg braces, walkers, mobile standers, and tricycles; assisting teachers in working with students who may be demonstrating	7:30 a.m.- 3:30 p.m.  <b>Day: 6,500 total SEAs</b>	0	0		27 (SECs)  105 (MDS)  631 (1:1 needs)  <b>Total: 763</b>

		behaviors such as hitting, biting, scratching themselves or others; running or otherwise attempting to leave the classroom or campus; assisting with the implementation of behavior support plans and/or crisis plans; obtaining food from the kitchen, serving food, and feeding students or helping them to feed themselves; taking temperatures of students, administering first aid, and providing basic nursing care; and implementing special physical handling, care, or exercises prescribed by doctors, nurses, or therapists.					
Health care Assistants (“HCAs”)	School Sites	Provide for safety and well-being of students as well as support with instruction. In addition to the duties of a special education assistant (above), performs medical procedures for students including catheterization, oral suctioning, ostomy care, tracheostomy suctioning, and gastronomy tube feeding.	7:30 a.m.- 3:30 p.m.  <b>Day: 305 HCAs</b>	0	0		<b>305</b>

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LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.

PERB Case No. \_\_\_\_\_

**DECLARATION OF FLORENCE SIMPSON  
IN SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

**DECLARATION OF FLORENCE SIMPSON**

I, FLORENCE SIMPSON, hereby declare and state as follows:

1. I am the Deputy Director for Food Services for the Los Angeles Unified School District (the "District" or "LAUSD"). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. As Deputy Director, I oversee a variety of Food Services-related functions for the entire District. I have been employed by the District for the past 18 years, and I have served in my current role supporting the Food Services Division for the past seven months. As part of my duties, I support the Food Services Director, Manish Singh, and work with Deputy Director Soniya Perl to oversee all Food Services Division functions and responsibilities. In addition, I support the Division's Regional Managers and the Newman Nutrition Center, the District's central kitchen facility that prepares and delivers meals to schools. Based on my training and experience in my job position, I am familiar with studies and information-gathering relating to school nutrition, and the impact of school nutrition on children, as explained below.

3. The Food Services Division plays a vital role in meeting District students' nutritional needs and may be their main or only source of nourishment during the school week. If the District did not provide meals for these students, it is likely that they would not eat on that day. The Food Services Division prepares and serves approximately 525,000 meals each day for the students enrolled in the District across 683 schools, including a healthy breakfast, lunch and supper after school. The average daily student participation count for meals the District serves is approximately 221,000 meals for breakfast, 260,000 meals for lunch, and 44,000 meals for supper. The District operates the largest School Breakfast Program and the second largest National School Lunch Program in the United States. These federally-assisted programs provide nutritionally balanced, low-cost or free meals to more than 80% of LAUSD students, all of whom come from low-income households. Schools who participate in these programs receive cash subsidies for each meal they serve, which in turn provides the necessary funding for Food Services operations.

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1           4.       The mission of the Food Services Division is to “Nourish Children to Achieve  
2 Excellence,” and the Division accomplishes this through serving healthy and nutritious meals that  
3 are in compliance with the U.S. Department of Agriculture and California Department of  
4 Education nutritional standards. Research confirms the relationship between a student’s overall  
5 health/nutrition and his or her academic achievement. Teachers, nurses, and administrators report  
6 that students who are well-nourished display better attendance, behavior, concentration and  
7 engagement in the classroom, higher test scores, better socialization, and report less headaches,  
8 stomachaches, and restlessness. Providing nutritious, substantive meals to students helps to  
9 support their academic, cognitive, and physical growth.

10           5.       Approximately 85% of students in the District qualify for the Free-or-Reduced  
11 Price Meals Program (“Free-or-Reduced Program”). Eligibility for the Free-or-Reduced Program  
12 is determined by household size and income (i.e., families living below poverty line or low  
13 income). For the 2022-2023 school year, all students receive free meals under California’s  
14 Universal Meals Program. The District participates in the Community Eligibility Provision  
15 (“CEP”), which allows schools to identify students who automatically qualify for free meals  
16 based on their eligibility for other state and federal benefits, such as CalWORKS, CalFresh,  
17 Medi-Cal and FDPIR programs that identify low-income households.

18           6.       In recognition of the importance of proper nutrition for all school children and its  
19 impact upon their learning each day, the California legislature enacted California Education Code  
20 section 49550, which requires that every school district serve a nutritionally adequate meal to  
21 every Free-or-Reduced Program-eligible student during the school day, regardless of the school  
22 district’s participation in a federally-assisted meal reimbursement program.

23           7.       The District has implemented two initiatives that are designed to support Free-or-  
24 Reduced Program-eligible students: the Breakfast in the Classroom Program and the Hot Supper  
25 Program. The District has found that students from low-income families are less likely to eat  
26 breakfast each day, either because their parents leave early for work or because they cannot afford  
27 to pay for breakfast. Breakfast in the Classroom ensures that all students have access to a free  
28 breakfast each day, which is served in the classroom during the first 10 minutes of class. This 10-

1 minute period is seen as an investment in the rest of the student's day, and since the District  
2 implemented Breakfast in the Classroom, consumption of breakfast has increased dramatically  
3 from approximately 23% of eligible students receiving breakfast to almost 70% of them receiving  
4 breakfast from the District. The Hot Supper Program provides a hot, freshly-prepared meal to  
5 students who remain on campus for afterschool programs such as Beyond the Bell or other  
6 afterschool activities such as sports or band. Many students who participate in the Hot Supper  
7 Program stay in school until they can be picked up by a caregiver, which can be as late as 6:00  
8 p.m. The suppers are available for any child between the ages of 1 and 18, so siblings of children  
9 being picked up at school can also enjoy a hot meal. For many students, the Hot Supper Program  
10 provides the last meal that they will eat that day.

11 8. The District has been recognized as a leader in innovation for its food services  
12 initiatives and has pioneered various programs which have been replicated by other school  
13 districts across the country. For example, the District is one of the first in the United States to, on  
14 a daily basis, make vegan options available at a growing number of schools. The District has also  
15 implemented the Save-It-For-Later program, which helps minimize food waste by allowing  
16 students to save non-perishable food items to eat outside the window when meals are served, and  
17 the California Thursday initiative that commits to serving California-grown products on the  
18 menu. The District also supports the Good Food Procurement Resolution, which promotes a  
19 regional food system that is ecologically sound, economically viable and socially responsible.

20 9. In support of the District's injunctive relief pleading against SEIU, I have prepared  
21 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the Food  
22 Services Division.

23 **Imminent Threat to Public Health and Safety**

24 10. The Food Services Division currently employs approximately 3,500 employees,  
25 mostly in the following positions: Food Service Manager, Senior Food Service Worker, Food  
26 Service Worker I, and Food Service Worker II (Driver). Approximately 3,000 Food Services  
27 employees are represented by Service Employees International Union ("SEIU") and are expected  
28 to participate in the strike.



11. The District believes that the minimum number of Food Service Workers needed to prevent an imminent threat to public health and safety is **1,000 Food Service Workers** during a strike in order to prepare for and provide the required food services to students. As noted above, the Food Services Division plays a vital role in meeting District students' nutritional needs and may be their main or only source of nourishment during the school week, and if the District is not able to provide meals for these students during the strike, it is likely that they would not eat on those days of the strike.

12. During the strike, the Food Services Division estimates that only 30 employees in clerical, Human Resources, or managerial positions would reliably be available during the strike to help prepare and serve food. Additionally, the District will utilize 684 Food Service Managers and 25 Area Food Service Supervisors to perform the work of those SEIU unit employees who are planning to strike. Even taking these non-SEIU employees into account, the District still needs the minimum number of Food Service Workers identified above to prevent an imminent threat to public health and safety. Simply stated, this mass reduction in the number of Food Services employees during the strike would bring the Food Services Division operations to a standstill and have a devastating impact on the health and well-being of LAUSD students, namely, many of our students will likely not eat during the strike.

13. Food Service Workers are not easily replaceable. They must successfully complete a one-week Food Services Training Program, which includes training on Hazards Analysis Critical Control Points, LA County Health Department, Occupational Safety and Health Administration and LAUSD Food Services Standard Operating Procedures. As part of the screening process, they must undergo fingerprinting and background checks. Food Service Workers must have a valid LAUSD Food Handler's Health Certificate, and have knowledge of methods of preparing, producing, heating, cooking, serving, packaging and delivering a variety of foods. They must also have knowledge of the proper use of kitchen equipment, cleaning and sanitation methods, and customer service skills.

14. Depending on the school classification, Food Service Workers and Managers must also count the number of meals served, track the components served (fruit, vegetable, etc.) or

1 individually identify students to claim reimbursement. For example, at CEP schools, the number  
2 of meals must be counted as they are distributed to students. On the other hand, at non-CEP  
3 schools with lower rates of Free-or-Reduced Program eligibility, students must be individually  
4 identified as meals are distributed, either through the Point of Service computer system, by  
5 classroom roster, or by pen and paper. Tracking meal components becomes especially  
6 complicated in secondary schools, where students can choose or decline certain components of  
7 the meal. In addition, the Point of Service registers are not easy to operate and can be time-  
8 consuming to learn. If meals are simply handed out without following proper counting, tracking  
9 and student identification procedures, they will not be reimbursable and the District will not be  
10 reimbursed/paid for those meals and will bear responsibility for the cost of these meals. The Food  
11 Services Division is supported solely by federal and state reimbursements for meals served and  
12 depends on this steady revenue to maintain its operations.

13 15. The SEIU strike would have a crippling effect on the Food Services Division,  
14 requiring major and detrimental menu adjustments. Most critically, Food Services Division  
15 estimates that it would only be able to sustain service of one meal per day during the strike. This  
16 would completely eliminate Breakfast in the Classroom and the Hot Supper Program, which Free-  
17 or-Reduced Program-eligible students rely on for daily sustenance, significantly impacting the  
18 health and learning of those students. As noted above, in many cases, the District-provided meals  
19 may be the only meals the students receive. Due to the shortage of kitchen staff, lunch menu  
20 options during the strike would be limited to shelf-stable meals and other items that are  
21 prepackaged or self-contained and can be distributed easily by someone without a Food Handler's  
22 Health Certificate. As a result, students would be denied freshly prepared, hot meals for breakfast  
23 and dinner. In addition, schools would need assistance from site administrators and teachers in  
24 attempting to distribute meals and follow proper counting, component tracking, and student  
25 identification procedures to claim reimbursement for the meals. This would be disruptive to  
26 classroom instruction, burdensome to busy teachers and administrators and would significantly  
27 impair students' learning during the strike.

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1           16. In the event of a strike, the Newman Nutrition Center, along with a Food Services-  
2 approved vendor, would have to prepare hundreds of thousands of shelf-stable meal kits in  
3 advance. Such an undertaking would pose a serious logistical challenge and overwhelm the  
4 limited resources of Food Services, which is not equipped to handle such large-scale food  
5 production within a compressed timeframe, even with a full staff of 3,593 employees, let alone  
6 with a reduced staff of 30 non-SEIU employees during the strike. In order to claim  
7 reimbursement for shelf-stable kits, the Food Services Division would also have to provide a  
8 fresh fruit or vegetable component for each meal, so the use of shelf-stable kits would not  
9 eliminate the need for proper counting, component tracking, or student identification procedures  
10 for reimbursement. The District's reliance on staff members who are untrained in these  
11 procedures and unfamiliar with the Point of Service system would increase the likelihood that  
12 students would not receive the necessary meals, meals would not be properly accounted for, and  
13 the District would lose reimbursement revenue it needs to operate.

14           17. Finally, the SEIU strike would have a significant adverse impact on special  
15 education students and students with medical needs who require a special diet or food handling  
16 procedures such as blending or pureeing of foods, and who would not be accommodated by the  
17 use of shelf stable meal kits. Currently, the Newman Nutrition Center prepares and packages 200  
18 special diets meals for delivery each day. Even assuming that the Newman Nutrition Center were  
19 able to provide an adequate replacement for these meals during the strike, it is unclear if each  
20 school site would have the necessary Special Education personnel (who are also SEIU members)  
21 to prepare, serve and feed meals according to special handling instructions. Without the necessary  
22 Special Education personnel, the health and safety of Special Education students who rely on  
23 aides to prepare and help them consume their daily meals would also be jeopardized. If the  
24 District fails to accommodate special education students with special nutritional needs, the  
25 District risks violating their Individualized Education Programs ("IEPs"), as well as these  
26 students' rights under the Individuals with Disabilities Education Act, thereby exposing the  
27 District to potential legal compliance issues.

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1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed this 16th Day of March, 2023 at Los Angeles, California.

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5 FLORENCE SIMPSON  
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**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**FOOD SERVICES**

**LAUSD v. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>Food Services</b>							
Food Service Worker and Food Service Worker II	All school sites	Food Service Workers prepare, produce, heat, cook, and serve a variety of foods according to recipes, and assist in other related tasks in a designated food production and/or service area. The Food Service Worker II takes the meals to offsite locations for meal service. Interruption for the length of the strike would prevent preparation and service of breakfast, lunch and supper.	889 4.0 hr 40 5.0 hr 43 5.5 hr 104 6 hr 1530 6.5 hr	none	none	Food Service Managers 684  Area Food Service Supervisors 25  Central staff 30	<b>1000</b> Food Service Workers for our cafeterias, to support the Early Education Centers, and offsite locations
Senior Food Service Worker	Prep Sites	The Senior Food Service Worker assists a Food Service Manager by preparing and serving meals, ordering food and supplies, following food safety principles, planning production schedules and performing all of	327 6.5 hr				

		the typical duties of a Food Service Worker.					



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8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF DANIEL KANG IN  
SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

**DECLARATION OF DANIEL KANG**

I, DANIEL KANG, hereby declare and state as follows:

1. I am the Director of Transportation Services for the Los Angeles Unified School District (the “District” or “LAUSD”). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. As Director of Transportation Services, I oversee transportation services for the entire District, including management of the 1,228 school bus routes which transport over 29,000 students to and from school. I supervise all 1,286 employees in Transportation Services, which consists of School Bus Drivers, Automotive Mechanics, Garage Assistants, Garage Attendants, Fleet Parts Storekeepers, and Transportation Routers. I have been employed by the District since March 1, 2021.

3. Transportation Services employs 1,080 active employees who are members of the Service Employees International Union Local 99 (“SEIU”), including 918 School Bus Drivers, 5 Automotive Body Mechanics, 19 Automotive Mechanics, 62 Heavy Duty Bus-Truck Mechanics, 24 Garage Assistants, 23 Garage Attendants, 12 Fleet Parts Storekeepers, 1 Fleet Parts Purchaser, 10 Bus Park Attendants, and 6 Transportation Routers. This represents 84% of the total number of employees that work for Transportation Services. LAUSD operates 861 school bus routes, and school bus contractors operate an additional 367 school bus routes. If SEIU strikes, the loss of School Bus Drivers and Auto Mechanics in particular would be a considerable threat to public safety, forcing students to wait at their bus stops for up to three (3) hours. Additionally, the District would need to recruit bus-truck mechanics who may not have the required experience on these types of vehicles. Students may be forced to try to figure out their own transportation to get to school, which would jeopardize student safety.

4. Approximately 29,648 students within LAUSD are eligible for transportation and receive transportation services daily. Transportation eligibility is divided into two categories: Special Education transportation services, and Magnet Program transportation services. Approximately 9,462 students are eligible for Special Education transportation services, and

1 approximately 20,186 students are eligible for Magnet Program transportation services. In  
2 addition, the Division supports with school bus transportation to LAUSD students that are  
3 homeless or in the foster care system, pursuant to California and federal statutory requirements.  
4 Lastly, Transportation Services provides transportation for the thousands of students who  
5 participate in field trips, athletic events, and afterschool activities.

6 5. In support of the District's injunctive relief pleading against SEIU, I have prepared  
7 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the  
8 Transportation Division.

9 **Imminent Threat to Public Health and Safety**

10 **Transportation for Students Receiving Special Education Services**

11 6. Special Education transportation services are provided pursuant to the Individuals  
12 with Disabilities Education Act ("IDEA"). Transportation arrangements for Special Education  
13 students are determined as part of their Individualized Education Program ("IEP") to provide  
14 students a free and appropriate public education. In making transportation decisions for students  
15 with disabilities, the IEP team considers the needs of the student, and the least restrictive form of  
16 transportation appropriate for the student. Transportation is provided as a "related service" under  
17 34 CFR Section 300.34 for students with disabilities if a student is placed by the District in a  
18 school other than their school of residence, or if a disability presents a "unique need" and  
19 prohibits the student from getting to school in the same manner as non-disabled peers.

20 7. Students eligible for Special Education transportation services include those who  
21 are medically fragile, have acute illnesses, chronic illnesses, cognitive delays or sensory  
22 impairments which profoundly impact their ability to understand, respond to or communicate  
23 concerns, or who are technologically dependent due to health needs. Transporting students with  
24 disabilities requires special training and consideration of multiple factors, and for these reasons it  
25 is not a task that can be easily delegated to others in the event of a strike. The IEP team may  
26 consult with the school nurse in devising a transportation plan, or a student's physician may state  
27 a preference for a type of transportation equipment or schedule. Specific protocols also exist for  
28

1 the use of medical equipment such as oxygen tanks.

2 8. In order to provide coverage for Special Education bus routes in the event of a  
3 strike, the Division would be forced to divert all its resources to providing transportation services  
4 for Special Education students. Specifically, the contingency plan for Special Education bus  
5 services during the strike is as follows: at least 28 bus contractors and drivers would be  
6 transferred from Magnet Program bus routes to provide coverage for Special Education bus  
7 routes, 44 LAUSD Area Bus Supervisors and 39 LAUSD Assistant Area Bus Supervisors would  
8 be assigned to operate Special Education bus routes, and an additional 10 LAUSD staff  
9 experienced and currently licensed in operating school buses would also provide transportation  
10 services for Special Education bus routes. This contingency plan, however, would still leave 365  
11 Special Education bus routes uncovered.

12 9. To provide coverage for the remaining 365 Special Education bus routes, the  
13 Division would need to take the following actions: request bus contractors to bring in additional  
14 drivers from nearby school districts, increase average ride times for bus routes from 40 minutes to  
15 180 minutes by adding stops, attempting to engage additional bus contractors to operate 50  
16 Special Education bus routes, and tier the remaining 78 bus routes to limit the number of students  
17 who would arrive to school late due to late pickup and increased ride times. Increasing the  
18 average ride times would result in students being late to class and missing critical instruction  
19 time, and would also be a disruption to the normal routine of Special Education students and to  
20 the classroom environment at large. Buses risk becoming overcrowded as additional stops and  
21 students would be added to each route, adding to the safety concerns. The rights of students  
22 receiving special education services under their IEPs may be compromised and the District may  
23 be exposed to legal liability for failing to comply with students' IEPs because of the increased  
24 ride times, missed instructional time and disturbance to the students' normal routines.

25 **Transportation for Magnet School Students**

26 10. Because Transportation Services would have to redirect all its services to  
27 supporting mandatory Special Education bus routes, the 20,186 Magnet Program students who  
28

1 rely on Transportation Services for daily transportation to and from school would be the most  
2 significantly impacted. LAUSD's Magnet Program was created pursuant to *Crawford v. Los*  
3 *Angeles Board of Education*<sup>1</sup>, which required LAUSD to respond to the racial isolation at its  
4 schools by implementing a Desegregation Plan that provided voluntary integration opportunities  
5 to students within LAUSD boundaries. Currently, there are 260 Magnet Programs located  
6 throughout the District, which provide students an opportunity to enroll in a specialized  
7 educational curriculum (e.g., STEAM (Science/Technology/Engineering/Arts/Math), Business,  
8 Communication Arts, Liberal Arts, etc.) The complete elimination of Magnet Program bus routes  
9 would leave magnet school students from lower-income backgrounds, whose families do not own  
10 cars or whose parents are not available to provide transportation, most vulnerable during the  
11 strike, which goes directly against the very purpose of the *Crawford* integration plan.

12 11. Magnet Program students undergo an extensive application process to secure one  
13 of a limited number of spots at a magnet school of their choice. Students select the Magnet  
14 Program because they are drawn to the particular magnet school's educational philosophy, or  
15 specialized area of instruction. For example, magnet schools exist for gifted/highly gifted  
16 students, for bilingual instruction, for cinematic arts and creative technologies, for  
17 science/technology/engineering/math, and for law/public service. Magnet students have taken the  
18 initiative of researching, selecting, applying to and attending these magnet programs of their  
19 choice, sometimes traveling over 80 miles roundtrip by bus daily (or over 3 hours roundtrip daily)  
20 to attend these schools. The strike would unjustly affect magnet school students and deprive them  
21 of access to these specialized instructional curricula which they have specifically chosen and  
22 committed to attend outside their residential boundaries.

23 12. Transportation Services would take the following actions to limit the impact of the  
24 strike on Magnet Program students: increase the number of Metropolitan Transportation  
25 Authority ("MTA") fare cards issued to specific schools, work with MTA to identify alternate  
26 transportation options to service LAUSD magnet schools and communicate alternate  
27

28 <sup>1</sup> 458 U.S. 527 (1982)

1 transportation options to families of magnet school students. However, these actions do not fully  
2 mitigate the impact of the strike on magnet school students, who would largely be left to rely on  
3 public transportation options which may be unpredictable, or not accessible near their home or  
4 their designated schools, and potentially expose them to safety risks, especially for students who  
5 would have to take public transportation on their own, or who may have to walk part of the way  
6 through unfamiliar neighborhoods.

### 7 **Transportation to Afterschool Activities & Field Trips**

8 13. The loss of transportation services for athletic events, field trips, and afterschool  
9 activities, including afterschool tutoring, would have a profound impact on students, cutting off  
10 important sources of artistic, musical, athletic and recreational enrichment, particularly during an  
11 especially active season in the school year. For many LAUSD students living in poverty, these  
12 school-sponsored events may be their only exposure to museums, zoos, parks, concerts and  
13 theatrical performances. Afterschool programs provide a safe, supervised structured environment,  
14 and working parents regularly depend on these activities for afterschool childcare. Lastly, the  
15 importance of organized and competitive sports for youth in urban, low-income communities  
16 cannot be underestimated. Participation in sports programs has been linked to higher self-esteem  
17 and confidence, reduced anti-social behavior, development of problem-solving and teamwork  
18 skills, crime prevention, and strengthening of communities.

19 14. The District believes that the minimum number of bus drivers needed to prevent an  
20 imminent threat to public health and safety is **460 drivers** during a strike. This would allow the  
21 District to provide essential transportation to all students identified as eligible for busing, but with  
22 delays and extended routes for the drivers who are ordered to work.

### 23 **Bus Safety**

24 15. The Bus-truck Mechanics who would participate in the strike would be impossible  
25 to replace. It is extremely difficult to hire qualified Auto Mechanics, and the District has already  
26 been suffering a shortage of qualified Bus-truck Mechanics. Bus-truck Mechanics must have four  
27 years of previous experience and specialty training in “bumper to bumper mechanics,” meaning  
28

1 they must know how to repair all parts of a school bus, including air brakes, which are not  
2 commonly used outside of school buses. Bus-truck Mechanics must have a Class B license with  
3 passenger endorsement, which can take several weeks of training and several months of  
4 processing. Bus-truck Mechanics must also have experience working with all four different types  
5 of fuel, electric-powered buses, and be familiar with Federal Motor Vehicle Safety Standards and  
6 California Highway Patrol (“CHP”) inspection regulations. CHP performs weekly inspections,  
7 and the District has five garages. Without qualified Bus-truck Mechanics, it would be impossible  
8 to pass the CHP inspection requirements, and non-compliant LAUSD buses would have to be  
9 removed from operation.

10 16. Garage Assistants inspect buses to ensure that they are road-worthy They perform  
11 routine maintenance work, such as changing oil, adjusting brakes, replacing fan and drive belts,  
12 replacing windshield wiper blades, and changing or repairing tires. Garage Attendants clean and  
13 refuel buses and assist other staff in making repairs to District automotive equipment. Fleet Parts  
14 Storekeepers ensure that the District has parts needed for ongoing maintenance of vehicles, order  
15 parts and tools as needed, and maintain records of inventory. The District believes that the  
16 minimum number of Fleet Maintenance employees needed to prevent an imminent threat to  
17 public health and safety is **74 employees** during a strike. This would allow the District to provide  
18 support for the drivers, cleaning and maintenance of District buses and repairs to ensure vehicles  
19 remain in the fleet.

20 17. Transportation Routing Center employees plan and develop routes for student and  
21 other transportation needs, They select and schedule bus stops on routes, according to factors  
22 such as geography, ride times and route crossover. They also maintain route records, update  
23 student information changes, transfers and other transportation needs. The District believes that  
24 the minimum number of Transportation Routing Center employees needed to prevent an  
25 imminent threat to public health and safety is **4 transportation routers** during a strike. Due to  
26 the massive changes to the routes, assigned students and schedules, Routing Center employees  
27  
28

1 will be even more essential than normal to ensure adequacy of services and the health and safety  
2 of students.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct.

5 Executed this 16<sup>th</sup> Day of March, 2023 at Los Angeles, California.

6  
7  
8 

9 \_\_\_\_\_  
10 DANIEL KANG  
11 \_\_\_\_\_



**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**TRANSPORTATION**

**LAUSD v. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>BUS OPERATIONS</b>							
LIGHT BUS DRIVER	Region A	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 99	Day: 0	Day: 0	12 supervisors  0 other non-strikers or replacements	Day:460 (supervisor available)  Swing:0  Night:0
LIGHT BUS DRIVER	Region B	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 139	Day: 0	Day: 0	12 supervisors  0 other non-strikers or replacements	
LIGHT BUS DRIVER	Region D	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 103	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	

LIGHT BUS DRIVER	Region E	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 114	Day: 0	Day: 0	12 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region A	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 107	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region B	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 77	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region D	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 144	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region E	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 130	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	

## FLEET MAINTENANCE

AUTOMOTIVE MECHANIC	BSC	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 4	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	Gardena	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 3	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	San Julian	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 5	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	Sepulveda	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 3 Swing: 1	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	Sun Valley	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 1	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 1
AUTOMITVE BODY MECHANIC	BSC	Repair bodies of vehicles resulting from accidents and body damage	Day: 1	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 1

AUTOMITVE BODY MECHANIC	San Julian	Repair bodies of vehicles resulting from accidents and body damage	Day: 2 Swing: 2	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 1
BUS PARK ATTENDANT	BSC	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 2	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 0	0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	Gardena	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 0	0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	San Julian	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 0	0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	Sun Valley	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	Van Nuys	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 1		0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
HEAVY DUTY BUS-TRUCK MECHANIC	BSC	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 14 Swing: 0 Night: 7			3 supervisors  0 other non-strikers or replacements	Day: 4 Swing:0 Night:2

HEAVY DUTY BUS- TRUCK MECHANIC	Gardena	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 9 Swing: 0 Night: 8			3 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night:2
HEAVY DUTY BUS- TRUCK MECHANIC	San Julian	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 2 Swing: 0 Night: 1			3 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night:2
HEAVY DUTY BUS- TRUCK MECHANIC	Sepulveda	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 1 Swing: 1 Night: 0			2 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0
HEAVY DUTY BUS- TRUCK MECHANIC	Sun Valley	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 6 Swing: 0 Night: 8			3 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 2
HEAVY DUTY BUS- TRUCK MECHANIC	Van Nuys	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 2 Swing: 2 Night: 0			1 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 1 Night: 0

GARAGE ASSISTANT	BSC	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 3 Swing: 0 Night: 4			0 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 2
GARAGE ASSISTANT	Gardena	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 3 Swing: 0 Night: 2			0 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 2
GARAGE ASSISTANT	San Julian	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 3 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 1
GARAGE ASSISTANT	Sepulveda	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and	Day: 1 Swing: 1 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 1 Night:0

		tubes, replacing fuses and lights, and making seat repairs.					
GARAGE ASSISTANT	Sun Valley	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 1 Swing: 0 Night: 3			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 2
GARAGE ASSISTANT	Van Nuys	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 2 Swing: 0 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 0
GARAGE ATTENDANT	BSC	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 4 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1
GARAGE ATTENDANT	Gardena	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 4 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1
GARAGE ATTENDANT	San Julian	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1



		automotive equipment.					
GARAGE ATTENDANT	Sepulveda	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 1 Swing: 1 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0
GARAGE ATTENDANT	Sun Valley	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 3 Swing: 0 Night: 2			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night: 1
GARAGE ATTENDANT	Van Nuys	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 1 Swing: 2 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0
FLEET PARTS PURCHASER	TSD Admin Office (Roybal)	Purchases/ordering of automotive parts, reviews and coordinates contracts and invoicing.	Day: 1 Swing: 0 Night: 0			1 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 0
FLEET-PARTS STOREKEEPER	BSC	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night: 1
FLEET-PARTS STOREKEEPER	Gardena	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night: 1

		for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.					
FLEET-PARTS STOREKEEPER	San Julian	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 1 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1
FLEET-PARTS STOREKEEPER	Sepulveda	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 0 Swing: 1 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 0 Swing: 1 Night: 0
FLEET-PARTS STOREKEEPER	Sun Valley	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1

## TRANSPORTATION ROUTING CENTER

TRANSPORTATION ROUTERS	TSD Admin Office (Roybal)	Plans and develops routes for student and other transportation needs. Selects bus stops and bus stop sequence for student routing according to factors of geography, riding times, and route crossover. Performs maintenance of route records in a computerized routing system including pupil additions and deletions; and updates student information changes, transfers, and transportation needs.	Day: 5 Swing: 0 Night: 0			1 supervisor  0 other non-strikers or replacements	Day: 3 Swing:0 Night:0
TRANSPORTATION ROUTERS	LAUSD HQ (Beaudry)	Plans and develops routes for student and other transportation needs. Selects bus stops and bus stop sequence for student routing according to factors of geography, riding times, and route crossover. Performs maintenance of route records in a computerized routing system including pupil additions and deletions; and updates student information changes, transfers, and transportation needs.	Day: 1 Swing: 0 Night: 0			0 supervisor  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0

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7 Attorneys for Petitioner  
LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.

PERB Case No. \_\_\_\_\_

**DECLARATION OF DENNIS BRADBURN  
IN SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

**DECLARATION OF DENNIS BRADBURN**

I, DENNIS BRADBURN, hereby declare and state as follows:

1. I am the Deputy Director of Maintenance and Operations for the Los Angeles Unified School District (the "District" or "LAUSD"). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. I have been employed with the District for 27 years and have worked in the Maintenance and Operations ("M&O") Department for 27 years. The M&O Department provides facilities management, maintenance and repair, custodial support, pest management and other services to the District. Since July 2022, I have been the M&O Department's Deputy Director. As the Deputy Director, I am responsible for directing the activities of central maintenance and operations services, including the allocation and utilization of personnel members in the M&O Department. With respect to M&O Department personnel, I play a key role in forecasting the District's maintenance needs and staffing District schools with the appropriate number of employees to ensure that all necessary services are completed. This is critically important to allow for the District to provide a clean and well-kept learning environment for our students and employees. The District is required, by law, to provide equal access to a quality education, which includes safe and well-maintained school facilities. Several state and local public health agencies may make scheduled or unannounced visits to inspect the District's school sites to ensure that this requirement is satisfied. As a result, the District must maintain minimum levels of cleanliness at all times. Additionally, I am responsible for securing contractors to provide additional personnel support to the Department for special projects, emergencies or staffing shortages.

3. The M&O Department is instrumental in creating a safe and healthy learning environment for students. The M&O Department provides maintenance support to the District's 1,438 schools and centers. Within the M&O Department, there are approximately 3,328 employees who are employed in positions represented by Service Employees International Union ("SEIU"). Our SEIU unit employees include positions such as Building and Grounds Workers (2,747 employees) and Pest Management Technicians (21 employees), who perform essential functions that directly affect student safety and the minimum cleanliness levels the District is



1 obligated to maintain under the California Education Code and state and local health laws.

2 4. In support of the District's injunctive relief pleading against SEIU, I have prepared  
3 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the M&O  
4 Department.

5 **Imminent Threat to Public Health and Safety**

6 5. A strike by certain classifications of SEIU unit employees in the M&O  
7 Department would have a significant adverse impact and threaten the public health and safety of  
8 all students in the District, for the reasons explained below.

9 6. Building and Grounds Workers maintain building and grounds in a clean, sanitary  
10 and safe condition. These employees are assigned to specific schools and are key personnel  
11 within the M&O Department because their daily tasks have a major impact on student health and  
12 safety. These employees collectively cover sixteen (16) to twenty (20) hours of shifts per day and  
13 employees are on call when not scheduled, in case of emergencies or natural disasters. For  
14 instance, Building and Grounds Workers pick up trash around school sites, which if neglected for  
15 even one day will attract rodents, insects and other pests. They are also responsible for cleaning  
16 critical areas in schools such as restrooms, kitchens and cafeterias, which if left unattended will  
17 create significant sanitation concerns, and a potential public health crisis, for students and school  
18 personnel. During natural disasters, such as a wildfires or storms, these employees are integral in  
19 cleaning debris where students eat and preventing school sites from flooding or otherwise posing  
20 a danger to students. Additionally, these employees assist in opening and closing facilities,  
21 requiring locks and alarms to be activated or deactivated. Due to security concerns, this task  
22 cannot be delegated to contract workers.

- 23 a. The District believes that the minimum number of Building and Grounds  
24 Workers needed to prevent an imminent threat to public health and safety is  
25 817 Building and Grounds Workers, which constitute 50% of the total number  
26 of Building and Grounds Workers, during a strike in order to ensure clean,  
27 sanitary and safe school sites for students. This minimum number already takes  
28 into account reducing the numbers of available restrooms at school sites to a

1 minimum level in order to reduce the scope of work for employees.

- 2 b. During the strike, the District will utilize 359 contractors and up to 710 Plant  
3 Managers to perform the work of those SEIU unit employees who are planning  
4 to strike. Even taking these contractors and non-SEIU employees into account,  
5 the District still needs the minimum number of Building and Grounds Workers  
6 identified above to prevent an imminent threat to public health and safety.

7 7. Pest Management Technicians work 6:30 a.m. to 3:00 p.m. to address issues  
8 relating to pest management and prevention and handle the removal of live and dead animals on  
9 school grounds, such as snakes, bees, roaches, and rodents. These employees primarily work  
10 during the instructional day and employees are on call when not scheduled, in case of  
11 emergencies. Pest Management Technicians are required to be specially trained in the safe use  
12 and handling of pesticides and toxic chemicals, the biological, ecological and behavioral patterns  
13 of pests in the Los Angeles area, and the District's requirements for pest management as  
14 articulated in the District's Integrated Pest Management policy, as well as local, state and federal  
15 laws. To be employed by the District, a Pest Management Technician must have a Branch 2 Field  
16 Representative or Operator license with the California Structural Pest Control Board and at least 3  
17 years of experience in this area. Contracting with private pest control technicians or services is  
18 not possible due to California's Safe School Integrated Pest Management Plan, a law which  
19 requires the utilization of only certain products and devices to avoid exposure to other, more  
20 unsafe chemicals.

- 21 a. The District believes that the minimum number of Pest Management  
22 Technicians needed to prevent an imminent threat to public health and safety is  
23 8 Pest Management Technicians, which constitute 35% of the total number of  
24 Pest Management Technicians, during a strike in order to ensure continuity of  
25 pest management and prevention, and to eradicate live or dead pests from  
26 school sites during a strike. This minimum staffing means that the District  
27 would assign two (2) Pest Management Technicians per Region, which  
28



1 consisted of covering approximately 320 District sites. There are four (4)  
2 Regions in the District.

- 3 b. During the strike, the District will utilize the one (1) IPM Coordinator to  
4 perform the work of those SEIU unit employees who are planning to strike. As  
5 mentioned above, the District is unable to contract out the work of Pest  
6 Management Technicians pursuant to law. Even taking the one (1) non-SEIU  
7 unit employee into account, the District still needs the minimum number of  
8 Pest Management Technicians identified above to prevent an imminent threat  
9 to public health and safety.

10 8. Outside of the contractors already discussed above, the District's ability to secure  
11 any additional temporary contract workers for some essential employee work during the strike is  
12 very limited. First, it is unlikely that the District could on short notice retain sufficient contractors  
13 to fill those positions. Second, the contractors must participate in extensive security background  
14 checks, medical clearance, as well as District required courses and orientation before they can be  
15 approved to perform work for the District. The screening process can take anywhere from ten  
16 days to several weeks. Thus, there is no guarantee that the M&O Department will be able to  
17 immediately secure any additional contractors needed to maintain the minimum levels of staffing  
18 to prevent an imminent threat to public health and safety as discussed above.

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct.

21 Executed this 16th Day of March, 2023 at Los Angeles, California.

22   
23 DENNIS BRADBURN



**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**MAINTENANCE AND OPERATIONS**

**LAUSD v. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>[Maintenance and Operations]</b>							
Building and Grounds Workers (custodian)	K-12 Schools, Early Education Centers, Camps, offices and other educational facilities	Maintain building and grounds in a clean, sanitary and safe condition. Staff is responsible for cleaning critical areas in schools such as restrooms, kitchens and cafeterias, which if left unattended could create significant sanitation concerns, and a potential public health crisis, for students and school personnel.	Total: 1634  Daily: 1,466  Subs: 168	On call: 1,634	On call: 1,634	710 supervisors (Plant Managers)  Contractors: 359	Daily: <b>817</b>

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>[Pest Management]</b>							
Pest Management Technicians	K-12 Schools, Early Education Centers, Camps, offices and other educational facilities	Respond to issues relating to pest management and prevention, and the removal of live and dead animals on school grounds, such as snakes, bees, roaches, and rodents. Pest Management Technicians are required to be specially trained in the safe use and handling of pesticides and toxic chemicals, the biological, ecological and behavioral patterns of pests in the Los Angeles area, and the District's requirements for pest management as articulated in the District's Integrated Pest Management policy, as well as local, state and federal laws. Pest Management Technician must have a Branch 2 Field Representative or Operator license with the California Structural Pest Control Board and at least 3 years of experience in this area.	Daily: 21  On call: 21	Daily: 0  On call: 21	Daily: 0  On call: 21	1 Supervisor (IPM Coordinator)	Daily: <b>8</b>

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles,  
State of California. I am over the age of 18 years. The name and address of my  
Residence or business is 444 W. Ocean Blvd., Suite 1070, Long Beach, CA 90802.

On 3/17/2023, I served the Unfair Practice Charge and  
(Date) (Description of document(s))

Declarations \_\_\_\_\_ in Case No. \_\_\_\_\_.  
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- ☐ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- ☐ personal delivery;
- ☒ electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. *(May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)*

*(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)*

Daniel Rojas, Attorney  
Rothner, Segall, and Greenstone  
510 S. Marengo Avenue  
Pasadena, CA 91101  
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Michael E. Plank  
Bush Gottlieb, a Law Corporation  
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Glendale, CA 91203  
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 3/17/2023,  
(Date)  
at Long Beach, California.  
(City) (State)

Tiana Silva



(Type or print name)

(Signature)

1 SUE ANN SALMON EVANS, State Bar No. 151562  
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7 Attorneys for Petitioner  
LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.  
18

PERB Case No. \_\_\_\_\_

**LOS ANGELES UNIFIED SCHOOL  
DISTRICT'S PETITION FOR INJUNCTIVE  
RELIEF**

19 **I. INTRODUCTION**

20 Los Angeles Unified School District's ("LAUSD" or "District") request for injunctive relief  
21 is made pursuant to PERB Regulation 32450 and Government Code section 3541.3, subdivision (j),  
22 in conjunction with the concurrently filed Unfair Practice Charge ("UPC") involved herein before  
23 the Public Employment Relations Board ("PERB"). Specifically, the UPC and this request for  
24 injunctive relief allege that the Service Employees International Union Local 99 ("SEIU") and its  
25 officers, agents, representatives and members have violated Government Code sections 3543.6,  
26 subdivisions (c) and (d) by the following conduct: (1) engaging in an unlawful strike *prior* to the  
27 exhaustion of statutory impasse procedures; (2) engaging in an unlawful strike that involves  
28 "essential employees" whose absence from work imminently and substantially threatens public

1 health or safety; and (3) engaging in an unlawful strike that, in conjunction with United Teachers  
2 Los Angeles' sympathy strike in support of SEIU's unlawful strike, will result in a total breakdown  
3 of educational services.

4 PERB and the Legislature have placed great importance and value on the impasse  
5 procedures set forth in the Educational Employment Relations Act ("EERA") and the other  
6 collective bargaining statutes under PERB's jurisdiction. Accordingly, PERB has consistently  
7 held that strikes *prior* to the exhaustion of impasse resolution procedures constitute an illegal  
8 pressure tactic by the union, and thus constitute a violation of the union's duty to negotiate in  
9 good faith and participate in the impasse procedures in good faith. Here, LAUSD and SEIU are  
10 currently engaged in the fact-finding impasse process. As described more fully herein, SEIU's  
11 unlawful strike is nothing more than an unlawful attempt to obtain the District's concessions to its  
12 bargaining demands now before the completion of the statutory impasse procedures, and even  
13 worse, its unlawful strike subjects a student population of over 500,000 students to devastating loss  
14 in educational and other essential services and imminent threat to their health and safety.

15 The District seeks a temporary restraining order and other injunctive relief in order to  
16 prevent SEIU and its officers, agents, representatives and members from authorizing, advocating,  
17 encouraging, directing, and/or engaging in any unlawful work stoppage prior to the exhaustion of  
18 statutory impasse procedures, or at minimum, to enjoin the "essential employees" in SEIU's units  
19 from engaging in any unlawful work stoppage. Moreover, if SEIU is not enjoined from striking, its  
20 conduct will have a substantial and irreparably harmful effect on the education and other essential  
21 services for the District's students as well as imminently and substantially threaten the students'  
22 health and safety.

23 The District provided adequate and appropriate notice of this injunctive relief request,  
24 specifically, LAUSD counsel notified J. Felix De La Torre, PERB General Counsel, and Daniel  
25 Rojas, SEIU counsel, at 12:50 p.m. and 1:35 p.m. respectively, on March 15, 2023 that a Petition  
26 for Injunctive Relief would be filed with PERB within the next few days. (See Declaration of  
27 Ellen C. Wu ["Wu Decl."], ¶¶ 2-3.)  
28

1     **II.     BRIEF STATEMENT OF FACTS**

2             From February 16, 2022, through December 21, 2022, SEIU and LAUSD have engaged in  
3     successor contract negotiations. After SEIU declared impasse, to which the District opposed on the  
4     grounds that the parties were not at impasse, on December 29, 2022, PERB determined the  
5     existence of an impasse and subsequently assigned the parties a mediator. After two impasse  
6     mediation sessions were unsuccessful, the mediator released the parties to fact-finding. The parties  
7     are currently in the fact-finding impasse process, and in fact, the next steps are for the parties to  
8     select their respective fact-finding panel members. (See Declaration of Anthony DiGrazia  
9     [“DiGrazia Decl.”], ¶¶ 5-10.)

10            Shortly after SEIU declared impasse, SEIU took a strike authorization vote on the grounds  
11     that if they did not receive a fair agreement at the exhaustion of the impasse procedures, they  
12     would legally strike. SEIU made numerous statements that they would strike if they did not get a  
13     fair contract. (DiGrazia Decl., ¶¶ 11-22.) On March 16, 2022, SEIU gave notice to the District  
14     that it would be engaging in a “UPC strike” on March 21 through 23, 2023. (DiGrazia Decl.,  
15     ¶ 23.) On March 16, 2023, United Teachers Los Angeles (“UTLA”) gave notice to the District  
16     that UTLA will be engaging in a sympathy strike in support of SEIU’s UPC strike. (DiGrazia  
17     Decl., ¶ 24.)

18            Between September 2022 and March 14, 2023, SEIU, who represents over 30,000 unit  
19     employees at the District, filed a total of sixteen (16) unfair practice charges against the District.  
20     Twelve (12) SEIU unfair practice charges each involve a single incident involving one employee at  
21     a school site. The other four (4) SEIU unfair practice charges make conclusory allegations of  
22     unilateral change or failure to provide information, and the alleged unilateral changes were  
23     unrelated to the parties’ successor contract negotiations. The District denies that it committed any  
24     unfair practice as set forth in the position statements that have been or will be filed in those cases.  
25     (See Declaration of Anthony Bejarano [“Bejarano Decl.”], ¶¶ 2-18.)

26            Certain classifications and employees within SEIU’s units constitute “essential employees”  
27     whose absence from work during the strike will imminently threaten the public health and safety.  
28     The factual information regarding these essential employees are set forth in the Declarations of Dr.

Maribel Luna, Florence Simpson, Dennis Bradburn, and Daniel Kang and their accompanying Essential Employee Exhibit A in support of the District's injunctive relief petition.

### III. ARGUMENT

#### A. LEGAL STANDARD FOR INJUNCTIVE RELIEF

Government Code section 3541.3, subdivision (j) expressly provides that when an unfair practice complaint is issued, PERB may petition a court for appropriate temporary relief or restraining order to halt the alleged unfair practice(s). In construing a comparable provision in the National Labor Relations Act ("NLRA"),<sup>1</sup> one federal court of appeals noted that injunctive relief was "designed to prevent persons from accomplishing an unlawful and perhaps irremedia[ble] objective during the lengthy administrative process." (*Fuchs v. Hood Industries, Inc.* (1st Cir. 1979) 590 F.2d 395, 396.) Thus, absent injunctive relief under section 3541.3(j), those violating the EERA might be able to accomplish their unlawful objective before being placed under any legal restraint.

California courts use a two-prong test to determine whether to grant PERB's request for injunctive relief: PERB must establish (1) that it has "reasonable cause" to believe that an unfair practice has been, or may be, committed; and (2) that injunctive relief is "just and proper" or equitably "appropriate." (*Public Employment Relations Board v. Modesto City Schools District* (1982) 136 Cal. App. 3d 881, 896 [*Modesto City Schools District*].) PERB has adopted the foregoing two-prong test when determining whether to seek injunctive relief at the request of a party to an unfair practice case. (See *Sacramento City Unified School District* (1987) PERB Dec. No. IR-49.)

Here, the District requests that PERB grant its request to seek injunctive relief against SEIU because both prongs have been met, as described more fully below.

#### B. REASONABLE CAUSE

In order to meet the "reasonable cause" prong, PERB need only establish that the

<sup>1</sup> When interpreting EERA, PERB appropriately takes guidance from cases interpreting parallel provisions of the NLRA (29 U.S.C. § 151 et seq.). (*Fire Fighters Union, Local 1186 v. City of Vallejo* (1974) 12 Cal. 3d 608, 617.)



1 grounds on which it believes an unfair practice has been committed are neither insubstantial nor  
2 frivolous. PERB need not show probability of success on the merits, or even establish that an  
3 unfair practice has in fact been committed. In fact, the merits of the case are *not* to be  
4 determined by PERB or the courts on a request for injunctive relief. (*Modesto City Schools*  
5 *District, supra*, 136 Cal. App. 3d at pp. 896-897.)

6 Here, as provided in the District's concurrently-filed UPC, there are sufficient grounds  
7 to establish that reasonable cause exists to believe that SEIU has committed an unfair practice in  
8 violation of EERA. Significantly, PERB statutory impasse procedures have not been  
9 completed. The parties are currently in the fact-finding impasse process, and in fact, the next  
10 steps are for the parties to select their respective fact-finding panel members. (DiGrazia Decl.,  
11 ¶¶ 9-10.)

12 The California Supreme Court and PERB have placed great importance and value on the  
13 statutory impasse procedures set forth in EERA and similar collective bargaining statutes. In *San*  
14 *Diego Teachers Association v. Superior Court* (1979) 24 Cal. 3d 1, 8 (*San Diego Teachers Assn.*),  
15 the California Supreme Court stated:

16 The impasse procedures almost certainly were included in the EERA for the  
17 purpose of heading off strikes. [Citation.] Since they assume deferment of a strike  
18 at least until their completion, strikes before then can properly be found to be a  
19 refusal to participate in the impasse procedures in good faith and thus an unfair  
20 practice under section 3543.6, subdivision (d). [Citation.]

21 In the same vein, PERB has consistently held that strikes *before* completion of the statutory  
22 impasse resolution procedures create a "rebuttable presumption" that such action violates the  
23 union's duty to negotiate in good faith and to participate in good faith in the impasse resolution  
24 process. (*Santa Maria Joint Union High School District* (1989) PERB Order No. IR-53;  
25 *Sacramento City Unified School District, supra*, PERB Order No. IR-49.) Specifically, PERB has  
26 held that such strikes by the union *prior* to the exhaustion of impasse resolution procedures may  
27 constitute an "illegal pressure tactic," and thus an unfair practice for failure to negotiate in good  
28 faith. (*San Diego Teachers Assn., supra*, 24 Cal. 3d at pp. 8-9; *Fresno Unified School District*  
(1982) PERB Decision No. 208.)

1 Here, SEIU has attempted to justify the legality of striking *prior* to the exhaustion of the  
2 statutory impasse procedures under the pretext of an unfair labor practice (“ULP”) strike. As  
3 explained more fully below, SEIU has not and cannot meet the burden of establishing that it  
4 engaged in a lawful pre-impasse ULP strike, and therefore, SEIU’s strike is unlawful and  
5 constitutes an unfair practice in violation of EERA.

6 To establish that a strike is a lawful ULP strike, SEIU must prove that (1) LAUSD  
7 committed an unfair practice, and (2) the strike was provoked by LAUSD’s unfair practice and was  
8 undertaken as a last resort. (*Rio Hondo Community College District [Rio Hondo CCD]* (1983)  
9 PERB Dec. No. 292; *Regents of the University of California* (2010) PERB Decision No. 2094-H  
10 [*Regents of the UC*].) PERB has noted that the mere fact that an unfair labor practice is committed  
11 prior to a strike does not necessarily render that strike a lawful ULP strike. Rather, the burden rests  
12 with SEIU to prove, in the nature of an affirmative defense, that LAUSD’s unfair labor practice in  
13 fact provoked the strike. (*Rio Hondo CCD, supra*, PERB Dec. No. 292, citing *Latrobe Steel Co. v.*  
14 *NLRB* (1980) 630 F.2d 171 and *NLRB v. Broadmoor Lumber Co.* (9th Cir. 1978) 578 F.2d 238,  
15 242.) Provocation is a question of fact, and to make this determination, PERB considers such  
16 factors as (1) the statements made when the strike vote was taken, (2) the content of picket signs  
17 and leaflets, (3) the closeness in time between the unfair practice and the strike, (4) whether unfair  
18 practice charges were filed to protest the employer’s alleged misconduct, and (5) the nature and  
19 seriousness of the alleged unfair practices. (*Rio Hondo CCD, supra*, PERB Dec. No. 292;  
20 *Sacramento City Unified School District, supra*, PERB Order No. IR-49; *Santa Maria Joint Union*  
21 *High School District, supra*, PERB Order No. IR-53.)

22 PERB’s decisions in *Rio Hondo CCD* and *Westminster School District* are instructive here  
23 regarding SEIU’s unlawful pre-impasse strike. In *Rio Hondo CCD*, PERB held that although the  
24 district committed several unfair practices which could arguably have provoked the strike, the  
25 union failed to establish a causal connection between the unfair practices and the strike. Rather,  
26 PERB concluded that the evidence established that the one-day strike was “conceived and  
27 conducted to protest the stalled state of negotiations and thereby bring pressure to bear on the  
28 District to grant concessions at the bargaining table.” PERB pointed to the following evidence to

support its conclusion:

- PERB first noted that there was evidence that the district's conduct in negotiations could arguably constitute surface bargaining and illegal delay, which if such violations were established, could provoke the union to strike. However, the union never filed an unfair practice charge against the district alleging bad faith bargaining at the table, even though the union did not hesitate to and in fact had filed numerous other unfair practices against the district.
- The union president testified that the primary purpose of the strike was to get out information about the stalled state of negotiations to the community.
- A news article from the Los Angeles Times quoted the union president with reciting the union's bargaining demands and saying that teachers are prepared to consider calling an all-out strike unless negotiations are resumed and a satisfactory agreement is reached.
- Two union flyers included statements demanding that the board provide a just and fair contract for teachers and summarized the history of negotiations. PERB concluded that although the flyers alluded to various unfair practice charges that were filed against the district, "the reference is incidental to the main thrust of the leaflets, the protracted negotiations."

PERB concluded that contrary to the union's assertion that its strike was provoked by the district's unlawful conduct and undertaken as a last resort, the one-day strike was motivated by economic considerations to gain concessions at the bargaining table, and therefore, amounted to a refusal to bargain in good faith and participate in the impasse procedures in good faith, in violation of EERA. (*Rio Hondo CCD, supra*, PERB Dec. No. 292, pp. 23-30.)

In *Westminster School District, supra*, PERB Decision No. 277, PERB concluded that the union failed to prove that its one-day pre-impasse strike was provoked by the district's conduct. The union admitted that the "primary purpose of the job action was to pressure the Board to reach a mutually agreeable contract through developing greater community awareness of the labor-management problems in the District." Thus, the work stoppage was clearly an economic strike

intended to gain concessions at the bargaining table. The union argued that it was compelled to strike based on the following reasons:

- Union members were becoming increasingly frustrated and exerted pressure, including threats to resign their union membership, in order to compel the union to call a strike.
- Events cited as contributing to the strike were: stalled state of negotiations, imposition of noontime supervisory duties, confiscation of teachers' school keys, assignment of certain teachers to special education programs and, finally, misunderstood conversation which led union members to believe that they had been deceived regarding when the district would meet to respond to its proposal.

PERB noted that the union did not file any unfair practice charges against the district regarding the above events, but even if it did, PERB concluded that such events did not constitute reasonable provocation for the work stoppage. (*Westminster School District, supra*, PERB Decision No. 277, pp. 15-16.)

In contrast, in *Modesto City Schools* (1983) PERB Dec. No. 291, PERB held that the union met its burden to establish that the strike was provoked by a series of unfair practices by the district relating to the parties' negotiations, as follows:

- The district refused to bargain in good faith by engaging in surface bargaining, conditioning agreement on abandonment of representation rights, bypassing the union and attempting to negotiate directly with the employees, and by refusing to grant released time and refusing to bargain after publication of the factfinder's report.
- The district refused to participate in good faith in the impasse procedure by refusing to consider the factfinder's report.
- The strike finally resulted when the district implemented illegal unilateral changes.

PERB concluded that the district's above conduct was more than sufficient to provoke a direct response by the union to strike. In *Fremont Unified School District* (1980) PERB Decision No. 136, PERB similarly concluded that where the district upset the bargaining process by engaging in provocative conduct, specifically engaging in bad faith conduct at the negotiations table and during impasse, including making *regressive* proposals and engaging in *dilatory* conduct,

1 then the union had the legal right to strike in response to, and in protest of, the employer's conduct.

2 Here, similar to *Rio Hondo CCD* and *Westminster School District*, the primary motive for  
3 SEIU's three-day pre-impasse strike is economic considerations to gain concessions at the  
4 bargaining table. Any reference by SEIU now to the unfair practice charges that were filed against  
5 the District as the motive for the strike is at best, incidental to the primary motive of an economic  
6 strike, and at worst, a pretext for their unlawful strike. Notably, around the time that SEIU  
7 declared impasse for the parties' successor contract negotiations, during the months of December  
8 2022 and January 2023, SEIU posted articles on its website regarding the status of negotiations  
9 with LAUSD, including a summary of their economic proposals relating to wages, health care  
10 benefits, and hours. (DiGrazia Decl., ¶¶ 11, 13.) In early January 2023, SEIU announced that it  
11 would hold a vote to authorize a strike, and the basis for the strike was the contract negotiations  
12 with LAUSD. SEIU Executive Director Max Arias informed members that a "strike is the last  
13 option" and that workers are hopeful that a fair agreement can be reached through the mediation  
14 process. (DiGrazia Decl., ¶ 12.) During SEIU's pre-strike authorization voting period, SEIU  
15 reminded union members to vote and summarized SEIU's economic contract demands for wage  
16 increases, equity adjustment, and increased hours. (DiGrazia Decl., ¶ 14.) SEIU subsequently  
17 announced that its members had voted to authorize a work stoppage because SEIU was demanding  
18 equitable wage increases, more full-time work, respectful treatment, and increased staffing levels.  
19 (DiGrazia Decl., ¶ 16.)

20 After the second day of impasse mediation concluded on March 1, 2023, SEIU announced  
21 that LAUSD had made movement during mediation but that it was not enough for SEIU. SEIU  
22 further stated that its ongoing actions caused LAUSD to make the movement and they needed to  
23 keep pushing LAUSD to show them the respect they deserve. SEIU then encouraged its members  
24 to attend the upcoming events on March 7 and 15, 2023 to make sure that the District hears them.  
25 (DiGrazia Decl., ¶ 17.) During its picketing on March 7, 2023, SEIU's picket signs included  
26 messages regarding their economic contract demands and stating that they were essential  
27 employees. (DiGrazia Decl., ¶ 18.) SEIU's website also included Frequently Asked Questions  
28 ("FAQs") about a potential strike, which all related to the negotiations process, their economic

1 contract demands, and that if the parties were not able to reach agreement after the impasse process  
2 was exhausted, then SEIU has the legal right to strike. (DiGrazia Decl., ¶ 20, Exhibit 1.) During  
3 the rally on March 15, 2023, SEIU representatives and members noted that they are striking due to  
4 protracted and unsuccessful negotiations with the District to date. (DiGrazia Decl., ¶¶ 21-22.)

5 Based on the above, it is clear throughout SEIU's own messaging to its members as well as  
6 the basis for its strike authorization vote, they were all related to its economic considerations to  
7 gain concessions at the bargaining table. SEIU has repeatedly emphasized that they intend to exert  
8 pressure on the District and strike in order to get a contract that they believe is fair to them. The  
9 parties have not completed the fact-finding process, and SEIU even told its members that it does  
10 not have a legal right to strike until the exhaustion of impasse procedures. Nonetheless, SEIU now  
11 intends to strike pre-impasse under the pretext of a ULP strike. Given the overwhelming evidence  
12 that SEIU's strike is primarily motivated by economic considerations to gain concessions in  
13 bargaining, SEIU has not and cannot meet its burden to establish a lawful ULP strike. Specifically,  
14 SEIU cannot establish that it was provoked to strike and it was undertaken as a last resort due to  
15 LAUSD's alleged unfair practices. As a threshold matter, similar to *Rio Hondo CCD*, SEIU never  
16 filed an unfair practice charge against the District alleging any bad faith conduct during the  
17 contract negotiations or the current impasse process. Moreover, in cases where PERB found that  
18 the union met its burden to establish a legal ULP strike, the district's unfair practices *directly*  
19 related to and upset the bargaining process. (*Modesto City Schools* (1983) PERB Dec. No. 291;  
20 *Fremont Unified School District* (1980) PERB Decision No. 136.) No such conduct by the District  
21 exists here. Rather, between September 2022 and March 14, 2023, SEIU, who represents over  
22 30,000 unit employees, filed a total of sixteen (16) unfair practice charges against the District.  
23 Twelve (12) SEIU unfair practice charges each involve a single incident involving one employee at  
24 a school site. The other four (4) SEIU unfair practice charges make conclusory allegations of  
25 unilateral change or failure to provide information. The alleged unilateral changes were unrelated  
26 to the parties' successor contract negotiations. The District denies that it committed any unfair  
27 practice as set forth in the position statements that have been or will be filed in those cases.  
28 (Bejarano Decl., ¶¶ 2-18.)

Further, SEIU cannot establish that its 3-day ULP strike was taken as a last resort. SEIU has never taken any urgency with these unfair practice charges against the District, such as requesting expedited processing with PERB or even seeking injunctive relief. To the contrary, first, on January 5, 2023, SEIU’s counsel asked if LAUSD was agreeable to postponing the informal settlement conference on one such charge set for January 11, 2023 in order to consolidate it with a conference that was scheduled for February 9, 2023. On January 6th, LAUSD agreed to SEIU’s request to consolidate the charges and move forward with the February 9th Settlement Conference. Shortly thereafter, SEIU began to organize their strike vote. On February 6th, three days before the scheduled settlement conference on the pending unfair practice complaints, SEIU’s counsel, Daniel Rojas, again asked LAUSD’s Office of General Counsel whether LAUSD was amenable to rescheduling the settlement conference and consolidating additional unfair labor practice complaints into one informal conference “to sometime in April 2023.” Based on the parties’ availability, the consolidated informal conference is scheduled for April 25, 2023. (Bejarano Decl., ¶ 19, Exhibit 1.)

In summary, SEIU cannot demonstrate that its 3-day strike was *provoked* by the District’s alleged unfair practices, and that such a strike is taken as a last resort. The parties are currently in the statutory fact-finding impasse process. The parties’ differences regarding the successor contract should be worked out during fact-finding, not through an unlawful strike that will have devastating impacts to students, families, and the community. If the parties are unable to work out their differences, then SEIU may properly exercise its legal right to strike after the exhaustion of impasse procedures. Here, SEIU’s 3-day pre-impasse strike while the parties are still in fact-finding is nothing more than an unlawful pressure tactic to obtain the District’s economic concessions now before the completion of EERA’s statutory impasse procedures. SEIU’s conduct is unlawful and constitutes a violation of SEIU’s duty to bargain in good faith under EERA.

**C. INJUNCTIVE RELIEF IS JUST AND PROPER**

In determining whether injunctive relief is “just and proper,” the court applies the following standard:

[T]here exists a probability that the purposes of the Act will be frustrated unless

temporary relief is granted . . . [or] the circumstances of a case create a reasonable apprehension that the efficacy of the Board’s final order may be nullified, or the administrative procedures will be rendered meaningless. . . . Preservation and restoration of the status quo are then appropriate considerations in granting temporary relief pending the determination of the issues by the Board.

(*Modesto City Schools District, supra*, 136 Cal.App.3d at p. 902, quoting *Angle v. Sacks* (10th Cir. 1967) 382 F.2d 655, 660; see also *Boire v. Pilot Freight Carriers, Inc.* (5th Cir. 1975) 515 F.2d 1185.)

The status quo is defined as the “last uncontested status which preceded the pending controversy.” PERB need not demonstrate the existence of a “rare emergency situation.” Instead, although injunctive relief is an extraordinary remedy, it may be used whenever a union has committed unfair labor practices which under the circumstances, would render any final order of the Board meaningless or so devoid of force that the remedial purposes of EERA will be frustrated. (*Modesto City Schools District, supra*, 136 Cal.App.3d at pp. 902-903.)

Moreover, the California Supreme Court has held that there is a significant public interest at stake in ensuring minimal disruption to the delivery of educational services as a result of labor disputes, stating in relevant part:

PERB’s responsibility for administering the EERA requires that it use its power to seek judicial relief in ways that will further the public interest in maintaining the continuity and quality of educational services.

(*San Diego Teachers Assn., supra*, 24 Cal.3d at p. 11.)

### **1. Essential Employees**

It is unlawful for “essential employees” to strike. “Essential employees” are those employees whose absence from work imminently and substantially threatens public health or safety. (*San Mateo County Superior Court* (2019) PERB Order No. IR-60-C, p. 3 (“*San Mateo County Superior Court*”); *County Sanitation Dist. No. 2 v. Los Angeles County Employees’ Assn.* (1985) 38 Cal.3d 564, 585-586, cert denied (1985) 474 U.S. 995 (“*County Sanitation*”).) PERB has sought injunctive relief to prevent “essential employees” from participating in work stoppages. (*San Mateo County Superior Court, supra*, PERB Order No. IR-60-C.)

The employer seeking the injunction bears the burden of presenting evidence to show that certain employees are “essential” even after taking into account reduced services and coverage



options. Determining whether a particular employee’s job is “essential” such that the employee may not legally strike is a complex and fact-intensive matter. The employer must first demonstrate that the disruption of services performed by the essential employees for the length of the strike would imminently and substantially threaten public health or safety. After such showing, PERB will consider the following factors to determine whether seeking to enjoin essential employees from striking is required to protect the public, even after taking into account all possible service reductions and coverage options: (1) using supervisors, managers, non-bargaining unit personnel, and bargaining unit employees that the union has exempted from the strike or who have affirmatively indicated that they plan to work during the strike to perform the essential services; (2) contacting all companies or other entities potentially able to provide replacement employees or services, and contracting with such entities if they indicate they can provide replacements; and (3) documenting the extent to which each of the foregoing options may or may not be feasible, including the available companies or agencies offering temporary replacements, their responses when contacted, and any resulting contracts. (*San Mateo County Superior Court, supra*, PERB Order No. IR-60-C, at pp. 4-5.)

As set forth in more detail in the Declarations of Dr. Maribel Luna, Florence Simpson, Dennis Bradburn, and Daniel Kang and their accompanying Essential Employee Exhibit A in support of the District’s injunctive relief petition, the below summarizes the District’s minimum level of staffing of essential employees whose absence during the strike would imminently threaten public health and safety.

Position Name	Job Duties	Imminent Threat to Public Health and Safety	Number of Essential Employees to be Enjoined
Building and Grounds Workers (custodian)  (See Declaration of Dennis Bradburn)	Maintain building and grounds in a clean, sanitary and safe condition. Unlocking school sites in the mornings, locking and securing sites with alarms in the evening.	Without Building and Grounds Workers, trash will not be picked up and will thus attract rodents, insects and other pests, which would cause an unsanitary, unhealthy and unsafe school environment for students. Restrooms would not be cleaned which would lead	817

Position Name	Job Duties	Imminent Threat to Public Health and Safety	Number of Essential Employees to be Enjoined
		to unsanitary, unhealthy and unsafe school environment for students.	
Pest Management Technicians  (See Declaration of Dennis Bradburn)	Respond to issues relating to pest management and prevention, and the removal of live and dead animals on school grounds, such as snakes, bees, roaches, and rodents. Safe use and handling of pesticides and toxic chemicals, the biological, ecological and behavioral patterns of pests in the Los Angeles area, and the District's requirements for pest management as articulated in the District's Integrated Pest Management policy, as well as local, state and federal laws.	Without Pest Management Technicians, there would be no pest management, control and prevention, which would cause an unsanitary, unhealthy and unsafe school environment for students.	8
Food Service Worker and Food Service Worker II  (See Declaration of Florence Simpson)	Prepare, produce, heat, cook, and serve a variety of foods according to recipes, and assist in other related tasks in a designated food production and/or service area. The Food Service Worker II takes the meals to offsite locations for meal service.	Nearly 80% of LAUSD students are eligible for free or reduced cost meals, and approximately 75% of students consume breakfast and lunch at school daily. Without Food Service Workers, many students will go without food that day.	1000
Bus Driver – Light & Heavy  (See Declaration of	Operates a conventional or large school bus in safely transporting students to and from school	Without drivers, 29,648 LAUSD students would not be able to get to school.	460

Position Name	Job Duties	Imminent Threat to Public Health and Safety	Number of Essential Employees to be Enjoined
Daniel Kang)	and other locations as scheduled.		
Fleet Maintenance  (See Declaration of Daniel Kang)	Repair, service and clean vehicles in order to ensure operational. Obtain parts and tools to repair, service and clean vehicles.	Buses must be in good repair and clean in order to safely serve students.	74
Transportation Routers  (See Declaration of Daniel Kang)	Plans bus routes, select bus stops and bus stop sequence for student routing. Dispatch and direct drivers during work stoppage or reduction. Maintain route records, update student information changes, transfers, and transportation needs.	Due to massive changes related to work stoppage, routers will be essential to ensure all students are served in a prompt and safe manner.	4
Special Education Assistants ("SEAs")  (See Declaration of Dr. Maribel Luna)	Physically assisting students in and out of holding or locomotive devices; lifting students on and off buses; assisting students with toileting and diapering; assisting students with the use of mobility equipment; address extensive behaviors such as hitting, biting, scratching, running or otherwise attempting to leave the classroom or campus; obtaining and serving food to students or helping them to feed themselves; administering first aid, and providing	Without SEAs, students with IEPs are at imminent risk to their health and safety as they may harm themselves or others, and will be unable to receive the proper care they need for their basic needs.	763

Position Name	Job Duties	Imminent Threat to Public Health and Safety	Number of Essential Employees to be Enjoined
	basic nursing care; and implementing special physical handling, care, or exercises prescribed by doctors, nurses, or therapists.		
Health care Assistants (“HCAs”)  (See Declaration of Dr. Maribel Luna)	Provide for safety and well-being of students as well as support with instruction. Performs all duties of a special education assistant (above), performs medical procedures for students including catheterization, oral suctioning, ostomy care, tracheostomy suctioning, and gastronomy tube feeding.	Without HCAs, students with critical medical issues and needs will not receive the medical procedures or treatment they need.	305

## 2. Breakdown in Educational Services

Injunctive relief is just and proper here because SEIU’s conduct is not only unlawful, but it is also injurious and disruptive to the delivery, continuity and quality of the educational services to District students. In fact, after SEIU notified the District of its purported UPC strike, UTLA notified LAUSD that it will engage in a “sympathy” strike to support SEIU’s purported UPC strike. As set forth further in LAUSD’s petition for injunctive relief against UTLA, UTLA has no legal right to engage in a sympathy strike in support of another union’s *unlawful* strike. UTLA represents approximately 35,000 employees. Should SEIU and UTLA be allowed to engage in the unlawful 3-day strike, this would mean over 65,000 employees would not be working to service LAUSD’s over 500,000 student population. Given such a large number of employees who will engage in these unlawful strikes, it is impossible for the District to ensure the health and safety of students, and therefore, force the District into closing schools if SEIU and UTLA are not

1 enjoined from unlawfully striking.

2 On numerous occasions, PERB has granted employers' requests to seek injunctive relief  
3 against actual work stoppages that were in progress prior to the exhaustion of impasse procedures  
4 and that were not provoked by the employers' alleged unfair practices. (*Val Verde School*  
5 *District* (1979) PERB Order No. IR-9; *San Francisco Unified School District* (1979) PERB Order  
6 No. IR-10; *San Mateo City School District* (1985) PERB Order No. IR-48; *Sacramento City*  
7 *Unified School District* (1987) PERB Order No. IR-49.) PERB has also sought injunctive relief  
8 against a work stoppage that caused the complete breakdown of education. (*Compton Unified*  
9 *School District* (1987) PERB Order No. IR-50).

10 In addition to the injurious impact on the delivery of educational services to the District  
11 students, injunctive relief is also just and proper to enjoin SEIU's unlawful conduct described  
12 herein because any agreement reached due in part to SEIU's illegal pressure tactics would  
13 nonetheless be invalid. Specifically, in *Sacramento City Unified School District* (1987) PERB  
14 Order No. IR-49, the Concurring Board Member relied on contract principles and case law which  
15 held that an agreement based on unlawful consideration was invalid. For instance, in *Grasko v.*  
16 *Los Angeles City Board of Education* (1973) 31 Cal.App.3d 290, the Court found that had the  
17 illegal teachers' strike not occurred, the board of education would not have consented to enter  
18 into the collective bargaining agreement. In view of the length of the strike and the effects of the  
19 strike upon the school district, the court found that it was readily apparent that the termination of  
20 the strike formed a substantial part of the consideration of the proposed agreement. Thus, the  
21 court found that the agreement was invalid because the consideration was not lawful, pursuant to  
22 Civil Code sections 1607 and 1667.

23 Similarly, in relying on this principle, Board Member Porter concluded that the public  
24 school employees, by striking, are "negotiating" away from the bargaining table and pressuring  
25 the public school employer with an unlawful consideration (stopping the strike) to obtain their  
26 bargaining demands, which constitutes a refusal to negotiate in good faith in violation of EERA.  
27 (*Sacramento City Unified School District* (1987) PERB Order No. IR-49, Concurring Opinion of  
28 Member Porter, pp. 147-152.)

1 Here, injunctive relief is just and proper to enjoin SEIU and its members from engaging in  
2 unlawful and unprotected work stoppages prior to the exhaustion of the statutory impasse  
3 procedures. SEIU has been vocal regarding its frustrations with the parties' contract negotiations.  
4 It is evident that SEIU's pre-impasse 3-day strike is an unlawful pressure tactic to gain the  
5 District's concessions to its bargaining demands now in exchange for SEIU's agreement to return  
6 to work and cease harming students and disrupting the delivery of education and other essential  
7 services. SEIU is using neutral third parties, over 500,000 students and their families, and  
8 holding education and other essential services hostage, in an attempt to force the District to  
9 acquiesce to its bargaining demands.

10 Injunctive relief is also just and proper here because PERB's final order will be rendered  
11 meaningless if SEIU's unlawful conduct is not enjoined now, and the District is forced to await a  
12 lengthy administrative process until a remedy may be ordered.

13 **IV. CONCLUSION**

14 Based on this petition, supporting declarations and exhibits attached thereto, and the  
15 UPC, the District respectfully requests that PERB grant its petition, and seek from the court  
16 injunctive relief as prayed for in the petition herein. Specifically, the District requests that  
17 PERB seek a temporary restraining order and other injunctive relief to enjoin SEIU and its  
18 officers, agents, representatives and members from authorizing, advocating, encouraging,  
19 threatening, directing, preparing, and/or engaging in any unlawful work stoppage prior to the  
20 exhaustion of statutory impasse procedures, or at minimum, to enjoin the "essential employees"  
21 in SEIU's units from engaging in any unlawful work stoppage.

22 DATED: March 17, 2023

DANNIS WOLIVER KELLEY

23  
24 By: 

ELLEN C. WU

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8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF DR. MARIBEL LUNA  
IN SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

**DECLARATION OF DR. MARIBEL LUNA**

I, DR. MARIBEL LUNA, hereby declare and state as follows:

1. I am the Senior Director, Division of Special Education, for the Los Angeles Unified School District (the "District" or "LAUSD"). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. I have been employed by the District for approximately 24 years and have held the position of Senior Director, Division of Special Education, at LAUSD since 2020. Prior to working as Senior Director of Special Education, I worked in various District positions as Director of Human Resources, School Principal, Assistant Principal and Teacher in both general education and special education.

3. In my capacity as Senior Director, I oversee the District's special education budget and programs. Through the course and scope of the duties of my position, I am very familiar with the District's general process for ensuring that the program options, supports, and services for students with disabilities within the District are implemented in compliance with both federal and state special education laws and regulations, which include the Individuals with Disabilities Education Act ("IDEA") and the California Education Code. "Special education" refers to specially designed instruction, in terms of content, methodology, and/or delivery of instruction, to meet the unique needs of a child with a disability. Special education may be accompanied by related services that are required to assist a child with a disability to benefit from his or her educational program, and may include, but are not limited to, physical and occupational therapy, language and speech, counseling, and school health services. Each student with a disability (known under the laws as Individuals With Exceptional Needs) has an Individualized Education Program ("IEP") that sets forth the educational placement and services the District is required to provide in order to appropriately address the student's individual and unique needs.

4. In the event of a strike, approximately 65,000 students with IEPs would be severely impacted. These students are in need of the most critical support to maintain their health and safety, including those students with severe intellectual disabilities and serious health conditions who require assistance from essential employees such as Special Education Assistants



1 and Health Care Assistants for daily life activities such as feeding, toileting, and movement.  
2 Without these critical services, these students' health and safety would be in jeopardy. They could  
3 get injured, injure themselves and/or cause harm others.

4 5. In support of the District's injunctive relief pleading against SEIU, I have prepared  
5 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the Division  
6 of Special Education.

7 **Imminent Threat to Public Health and Safety**

8 **Special Education Assistants**

9 6. Some students receiving special education supports and services, due to their  
10 moderate to severe cognitive delays, are placed in the District's Special Education Centers  
11 ("SEC"). Many of the students in SEC programs qualify for special education under the eligibility  
12 of Intellectual Disability, or Multiple Disability due to a combination of disabilities with their  
13 cognitive impairments, and have self-care, mobility, and other physical needs.

14 7. For these students, placement in an SEC is determined to be appropriate by an IEP  
15 team due to the level of support they require. Part of the support built into SEC programs are the  
16 services provided by Special Education Assistants ("SEA"), whose duties include, but are not  
17 limited to: lifting students in and out of holding or locomotive devices; lifting students on and off  
18 buses; assisting students with all aspects of toileting which may include diapering and lifting on  
19 and off the toilet, changing tables, and mats; assisting students with the use of mobility  
20 equipment, such as leg braces, walkers, mobile standers, and tricycles; assisting teachers in  
21 working with students who may be demonstrating behaviors such as hitting, biting, scratching  
22 themselves or others; running or otherwise attempting to leave the classroom or campus; assisting  
23 with the implementation of behavior support plans and/or crisis plans; obtaining food from the  
24 kitchen, serving food, and feeding students or helping them to feed themselves; taking  
25 temperatures of students, administering first aid, and providing basic nursing care; and  
26 implementing special physical handling, care, or exercises prescribed by doctors, nurses, or  
27 therapists.  
28

1           8.       These students who are enrolled in SECs, due to their multiple disabilities, are not  
2 ambulatory and are dependent on others to perform the majority of life activities, from the  
3 moment they wake up each day to the time they go to bed each evening. While at school, these  
4 students require the assistance of SEAs to be fed, positioned appropriately in their equipment, to  
5 handle their toileting needs including changing their diapers if they soil or wet themselves, and to  
6 maintain their safety throughout the school day.

7           9.       LAUSD has approximately 6,500 SEAs District-wide. Among the 6,500 SEAs, the  
8 District has identified the following minimum staffing of SEAs that is needed to prevent the  
9 imminent threat to public health and safety during a strike.

- 10           a.       The District has identified 275 students with IEPs in SECs whose health and  
11 safety would be imminently threatened in the absence of SEAs. Therefore, the  
12 District believes that the minimum number of SEAs needed to prevent an  
13 imminent threat to public health and safety in SECs is **27 SEAs**. Without this  
14 minimum staffing of SEAs in SECs, these 275 students could seriously harm  
15 themselves and others, including but not limited to biting, hitting, punching  
16 and other physical aggression toward themselves and/or others, pulling their  
17 hair, banging their head, and grabbing sharp objects. Moreover, without the  
18 SEAs, these students would not be able to move about the classroom or  
19 campus, have toileting needs addressed, including changing soiled diapers,  
20 and/or receive proper and safe care.
- 21           b.       The District has identified 320 students with IEPs in Multiple Disability-  
22 Severe ("MDS") programs at various school sites whose health and safety  
23 would be imminently threatened in the absence of SEAs. Therefore, the  
24 District believes that the minimum number of SEAs needed to prevent an  
25 imminent threat to public health and safety in MDS programs is **105 SEAs**. All  
26 students in the District's MDS programs stand to be adversely impacted by the  
27 threatened strike, leaving students without assistance to be fed and nourished  
28

1 throughout the school day, and without assistance to prevent injury to  
2 themselves and/or others.

3 c. Additionally, there are also students with moderate to severe disabilities who  
4 have high needs in other District programs, such as Career and Transition  
5 Centers, Alternate Curriculum Programs, and Special Day Programs, whose  
6 health and safety would be imminently threatened in the absence of SEAs.  
7 Approximately 631 students fall into this category and require the support of a  
8 SEA on a one-on-one basis. These students display intensive behaviors which  
9 include self-injury, physical aggression, and elopement. Therefore, the District  
10 believes that the minimum number of SEAs needed to prevent an imminent  
11 threat to public health and safety in these other District programs is **631 SEAs**.

12 10. In the event of a strike, the District would be left without the sufficient number of  
13 employees necessary to fully implement students' IEPs, including the ability to properly tend to  
14 students' self-care and basic life needs. Without the assistance of SEAs to help with students'  
15 feeding, toileting, and safe navigation throughout the classroom and campus, students' health and  
16 safety are at great risk. In addition, such a failure exposes the District to potential legal  
17 compliance issues under applicable law as it relates to the provision of services to students with  
18 IEPs, including complaints made to the Office of Administrative Hearings, California Department  
19 of Education, and/or Office for Civil Rights.

20 11. LAUSD currently does not have a viable replacement plan to fill the positions of  
21 SEAs in the event of a strike, as the District's SEA substitutes are also part of SEIU, and the  
22 District is not aware of any outside agency that can provide the unique services of SEAs.

23 12. Furthermore, as one of the most important aspects of the work of SEAs is to know  
24 and understand the specific needs of the individual students. SEAs receive their training primarily  
25 on the job. SEAs work with the same small group of students in the classrooms to which they are  
26 assigned, and as a result, they are able to become familiar with the disabilities and needs of their  
27 students and details of their IEPs. In working closely with their students, the SEAs become  
28 familiar with the needs of the individual students, including understanding their likes and dislikes,

1 their routines, what strategies are most effective with them, and their strengths and weaknesses.  
2 For this reason, it is extremely difficult to assign others to fulfill the necessary duties the  
3 District's SEAs provide.

#### 4 Health Care Assistants

5 13. Some students with disabilities may be medically fragile, requiring certain medical  
6 procedures and protocols to be performed during the school day. These procedures and protocols  
7 may include, but are not limited to, catheterization, gastrostomy tube ("G-tube") feeding, oral  
8 suctioning, ostomy care, and tracheostomy suctioning. These services are performed by the  
9 District's Health Care Assistants ("HCA") who have been trained by and work under the  
10 supervision of a nurse.

11 14. The procedures performed by HCAs are of critical importance to the health of  
12 these students and failure to provide these services could potentially place the students in life  
13 threatening situations. For instance, there are students who, as a result of their respiratory  
14 conditions, have tracheostomies and require the assistance of HCAs to suction their tracheostomy  
15 tubes at regular intervals and as needed with the buildup of mucous. Without assistance from the  
16 HCAs, these students' airways could become blocked, restricting their ability to breathe and  
17 potentially leading to catastrophic results. As another example, there are also students who have  
18 severe cerebral palsy "G-tubes" that go into their stomachs to provide nutrition directly. The  
19 HCAs assist these students by blending food and feeding the students through their G-tubes.  
20 Depending on the consistency of the food, this process can take a long time. Additionally, HCAs  
21 are trained on identifying and addressing problems with students' G-tubes, such as the G-tube  
22 becoming loose or leaking.

23 15. In addition to performing medical procedures, HCAs perform similar duties to  
24 those of SEAs, as described above, including obtaining food from the kitchen, serving food, and  
25 feeding students or helping them feed themselves; cleaning medical equipment; administering  
26 prescription medication; and implementing special physical handling, care, or exercises  
27 prescribed by doctors, nurses, or therapists.

28 16. Many students requiring the services of HCAs qualify for special education

1 services due to having multiple disabilities, such as a combination of orthopedic or other physical  
2 impairment, and cognitive impairments.

3 17. Students requiring support from HCAs need constant, individualized attention and  
4 care. Because each student's disabilities and health needs are different, HCAs undergo student-  
5 specific training. For example, a student with a severe seizure disorder requires a HCA in close  
6 proximity at all times to be able to recognize the student's seizures and respond immediately to  
7 prevent harm, such as clearing the surrounding area, providing cushion for the child's head,  
8 loosening tight clothing around the neck, and knowing when to seek medical help.

9 18. LAUSD currently has approximately 305 HCAs. As HCAs are assigned one-to-  
10 one with students, this means that approximately 305 students' health and safety would be  
11 imminently threatened in the absence of their one-to-one HCAs. For instance, the health and  
12 safety of students would undoubtedly be at risk without HCAs to suction mucous from the  
13 airways of children who are unable to clear the airways, assist with the use of special breathing  
14 devices, insert catheters into the bladders, insert feeding tubes, inject insulin or administer other  
15 medications, and perform other critical health-related tasks. Therefore, the District believes that  
16 the minimum number of HCAs needed to prevent an imminent threat to public health and safety  
17 is **305 HCAs**.

18 19. Although nurses may be in the best position to replace the HCAs, there are not  
19 enough school nurses available to provide individualized care, as there is already a shortage of  
20 nurses in LAUSD. Therefore, the replacement of HCAs with school nurses is not a viable plan, as  
21 hundreds of additional students would be left without necessary care. These students do not have  
22 assigned HCAs but require school nurses to administer medications and assist with medical  
23 devices, consistent with health care protocols, in order to access their educational programs.

24 20. Therefore, in the event of a strike, LAUSD would need to replace HCAs using an  
25 outside company. LAUSD may only contract with nonpublic agencies, certified by the California  
26 Department of Education ("CDE"), to provide special education and related services. Nonpublic  
27 agencies, however, are not available as a replacement option for HCAs as they cannot receive  
28

1 certification from the CDE for healthcare services other than nursing services. Moreover,  
2 nonpublic agencies providing nursing services have limited availability.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct.

5 Executed this 16<sup>th</sup> Day of March, 2023, at Los Angeles, California.

6  
7   
8 DR. MARIBEL LUNA

**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**SPECIAL EDUCATION**

**LAUSD V. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Reg ular Week end Staffi ng for 24- ho ur peri od (spe cify shif ts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>INSTRUCTION</b>							
Special Education Assistants ("SEAs")	School sites	Duties include, but not limited to: lifting students in and out of holding or locomotive devices; lifting students on and off buses; assisting students with all aspects of toileting which may include diapering and lifting on and off the toilet, changing tables, and mats; assisting students with the use of mobility equipment, such as leg braces, walkers, mobile standers, and tricycles; assisting teachers in working with students who may be demonstrating	7:30 a.m.- 3:30 p.m.  <b>Day: 6,500 total SEAs</b>	0	0		27 (SECs)  105 (MDS)  631 (1:1 needs)  <b>Total: 763</b>



		behaviors such as hitting, biting, scratching themselves or others; running or otherwise attempting to leave the classroom or campus; assisting with the implementation of behavior support plans and/or crisis plans; obtaining food from the kitchen, serving food, and feeding students or helping them to feed themselves; taking temperatures of students, administering first aid, and providing basic nursing care; and implementing special physical handling, care, or exercises prescribed by doctors, nurses, or therapists.					
Health care Assistants (“HCAs”)	School Sites	Provide for safety and well-being of students as well as support with instruction. In addition to the duties of a special education assistant (above), performs medical procedures for students including catheterization, oral suctioning, ostomy care, tracheostomy suctioning, and gastronomy tube feeding.	7:30 a.m.- 3:30 p.m.  <b>Day: 305 HCAs</b>	0	0		<b>305</b>

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LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.

PERB Case No. \_\_\_\_\_

**DECLARATION OF FLORENCE SIMPSON  
IN SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

**DECLARATION OF FLORENCE SIMPSON**

I, FLORENCE SIMPSON, hereby declare and state as follows:

1. I am the Deputy Director for Food Services for the Los Angeles Unified School District (the "District" or "LAUSD"). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. As Deputy Director, I oversee a variety of Food Services-related functions for the entire District. I have been employed by the District for the past 18 years, and I have served in my current role supporting the Food Services Division for the past seven months. As part of my duties, I support the Food Services Director, Manish Singh, and work with Deputy Director Soniya Perl to oversee all Food Services Division functions and responsibilities. In addition, I support the Division's Regional Managers and the Newman Nutrition Center, the District's central kitchen facility that prepares and delivers meals to schools. Based on my training and experience in my job position, I am familiar with studies and information-gathering relating to school nutrition, and the impact of school nutrition on children, as explained below.

3. The Food Services Division plays a vital role in meeting District students' nutritional needs and may be their main or only source of nourishment during the school week. If the District did not provide meals for these students, it is likely that they would not eat on that day. The Food Services Division prepares and serves approximately 525,000 meals each day for the students enrolled in the District across 683 schools, including a healthy breakfast, lunch and supper after school. The average daily student participation count for meals the District serves is approximately 221,000 meals for breakfast, 260,000 meals for lunch, and 44,000 meals for supper. The District operates the largest School Breakfast Program and the second largest National School Lunch Program in the United States. These federally-assisted programs provide nutritionally balanced, low-cost or free meals to more than 80% of LAUSD students, all of whom come from low-income households. Schools who participate in these programs receive cash subsidies for each meal they serve, which in turn provides the necessary funding for Food Services operations.

///

1           4.       The mission of the Food Services Division is to “Nourish Children to Achieve  
2 Excellence,” and the Division accomplishes this through serving healthy and nutritious meals that  
3 are in compliance with the U.S. Department of Agriculture and California Department of  
4 Education nutritional standards. Research confirms the relationship between a student’s overall  
5 health/nutrition and his or her academic achievement. Teachers, nurses, and administrators report  
6 that students who are well-nourished display better attendance, behavior, concentration and  
7 engagement in the classroom, higher test scores, better socialization, and report less headaches,  
8 stomachaches, and restlessness. Providing nutritious, substantive meals to students helps to  
9 support their academic, cognitive, and physical growth.

10           5.       Approximately 85% of students in the District qualify for the Free-or-Reduced  
11 Price Meals Program (“Free-or-Reduced Program”). Eligibility for the Free-or-Reduced Program  
12 is determined by household size and income (i.e., families living below poverty line or low  
13 income). For the 2022-2023 school year, all students receive free meals under California’s  
14 Universal Meals Program. The District participates in the Community Eligibility Provision  
15 (“CEP”), which allows schools to identify students who automatically qualify for free meals  
16 based on their eligibility for other state and federal benefits, such as CalWORKS, CalFresh,  
17 Medi-Cal and FDPIR programs that identify low-income households.

18           6.       In recognition of the importance of proper nutrition for all school children and its  
19 impact upon their learning each day, the California legislature enacted California Education Code  
20 section 49550, which requires that every school district serve a nutritionally adequate meal to  
21 every Free-or-Reduced Program-eligible student during the school day, regardless of the school  
22 district’s participation in a federally-assisted meal reimbursement program.

23           7.       The District has implemented two initiatives that are designed to support Free-or-  
24 Reduced Program-eligible students: the Breakfast in the Classroom Program and the Hot Supper  
25 Program. The District has found that students from low-income families are less likely to eat  
26 breakfast each day, either because their parents leave early for work or because they cannot afford  
27 to pay for breakfast. Breakfast in the Classroom ensures that all students have access to a free  
28 breakfast each day, which is served in the classroom during the first 10 minutes of class. This 10-

1 minute period is seen as an investment in the rest of the student's day, and since the District  
2 implemented Breakfast in the Classroom, consumption of breakfast has increased dramatically  
3 from approximately 23% of eligible students receiving breakfast to almost 70% of them receiving  
4 breakfast from the District. The Hot Supper Program provides a hot, freshly-prepared meal to  
5 students who remain on campus for afterschool programs such as Beyond the Bell or other  
6 afterschool activities such as sports or band. Many students who participate in the Hot Supper  
7 Program stay in school until they can be picked up by a caregiver, which can be as late as 6:00  
8 p.m. The suppers are available for any child between the ages of 1 and 18, so siblings of children  
9 being picked up at school can also enjoy a hot meal. For many students, the Hot Supper Program  
10 provides the last meal that they will eat that day.

11 8. The District has been recognized as a leader in innovation for its food services  
12 initiatives and has pioneered various programs which have been replicated by other school  
13 districts across the country. For example, the District is one of the first in the United States to, on  
14 a daily basis, make vegan options available at a growing number of schools. The District has also  
15 implemented the Save-It-For-Later program, which helps minimize food waste by allowing  
16 students to save non-perishable food items to eat outside the window when meals are served, and  
17 the California Thursday initiative that commits to serving California-grown products on the  
18 menu. The District also supports the Good Food Procurement Resolution, which promotes a  
19 regional food system that is ecologically sound, economically viable and socially responsible.

20 9. In support of the District's injunctive relief pleading against SEIU, I have prepared  
21 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the Food  
22 Services Division.

23 **Imminent Threat to Public Health and Safety**

24 10. The Food Services Division currently employs approximately 3,500 employees,  
25 mostly in the following positions: Food Service Manager, Senior Food Service Worker, Food  
26 Service Worker I, and Food Service Worker II (Driver). Approximately 3,000 Food Services  
27 employees are represented by Service Employees International Union ("SEIU") and are expected  
28 to participate in the strike.

11. The District believes that the minimum number of Food Service Workers needed to prevent an imminent threat to public health and safety is **1,000 Food Service Workers** during a strike in order to prepare for and provide the required food services to students. As noted above, the Food Services Division plays a vital role in meeting District students' nutritional needs and may be their main or only source of nourishment during the school week, and if the District is not able to provide meals for these students during the strike, it is likely that they would not eat on those days of the strike.

12. During the strike, the Food Services Division estimates that only 30 employees in clerical, Human Resources, or managerial positions would reliably be available during the strike to help prepare and serve food. Additionally, the District will utilize 684 Food Service Managers and 25 Area Food Service Supervisors to perform the work of those SEIU unit employees who are planning to strike. Even taking these non-SEIU employees into account, the District still needs the minimum number of Food Service Workers identified above to prevent an imminent threat to public health and safety. Simply stated, this mass reduction in the number of Food Services employees during the strike would bring the Food Services Division operations to a standstill and have a devastating impact on the health and well-being of LAUSD students, namely, many of our students will likely not eat during the strike.

13. Food Service Workers are not easily replaceable. They must successfully complete a one-week Food Services Training Program, which includes training on Hazards Analysis Critical Control Points, LA County Health Department, Occupational Safety and Health Administration and LAUSD Food Services Standard Operating Procedures. As part of the screening process, they must undergo fingerprinting and background checks. Food Service Workers must have a valid LAUSD Food Handler's Health Certificate, and have knowledge of methods of preparing, producing, heating, cooking, serving, packaging and delivering a variety of foods. They must also have knowledge of the proper use of kitchen equipment, cleaning and sanitation methods, and customer service skills.

14. Depending on the school classification, Food Service Workers and Managers must also count the number of meals served, track the components served (fruit, vegetable, etc.) or

1 individually identify students to claim reimbursement. For example, at CEP schools, the number  
2 of meals must be counted as they are distributed to students. On the other hand, at non-CEP  
3 schools with lower rates of Free-or-Reduced Program eligibility, students must be individually  
4 identified as meals are distributed, either through the Point of Service computer system, by  
5 classroom roster, or by pen and paper. Tracking meal components becomes especially  
6 complicated in secondary schools, where students can choose or decline certain components of  
7 the meal. In addition, the Point of Service registers are not easy to operate and can be time-  
8 consuming to learn. If meals are simply handed out without following proper counting, tracking  
9 and student identification procedures, they will not be reimbursable and the District will not be  
10 reimbursed/paid for those meals and will bear responsibility for the cost of these meals. The Food  
11 Services Division is supported solely by federal and state reimbursements for meals served and  
12 depends on this steady revenue to maintain its operations.

13 15. The SEIU strike would have a crippling effect on the Food Services Division,  
14 requiring major and detrimental menu adjustments. Most critically, Food Services Division  
15 estimates that it would only be able to sustain service of one meal per day during the strike. This  
16 would completely eliminate Breakfast in the Classroom and the Hot Supper Program, which Free-  
17 or-Reduced Program-eligible students rely on for daily sustenance, significantly impacting the  
18 health and learning of those students. As noted above, in many cases, the District-provided meals  
19 may be the only meals the students receive. Due to the shortage of kitchen staff, lunch menu  
20 options during the strike would be limited to shelf-stable meals and other items that are  
21 prepackaged or self-contained and can be distributed easily by someone without a Food Handler's  
22 Health Certificate. As a result, students would be denied freshly prepared, hot meals for breakfast  
23 and dinner. In addition, schools would need assistance from site administrators and teachers in  
24 attempting to distribute meals and follow proper counting, component tracking, and student  
25 identification procedures to claim reimbursement for the meals. This would be disruptive to  
26 classroom instruction, burdensome to busy teachers and administrators and would significantly  
27 impair students' learning during the strike.

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1           16. In the event of a strike, the Newman Nutrition Center, along with a Food Services-  
2 approved vendor, would have to prepare hundreds of thousands of shelf-stable meal kits in  
3 advance. Such an undertaking would pose a serious logistical challenge and overwhelm the  
4 limited resources of Food Services, which is not equipped to handle such large-scale food  
5 production within a compressed timeframe, even with a full staff of 3,593 employees, let alone  
6 with a reduced staff of 30 non-SEIU employees during the strike. In order to claim  
7 reimbursement for shelf-stable kits, the Food Services Division would also have to provide a  
8 fresh fruit or vegetable component for each meal, so the use of shelf-stable kits would not  
9 eliminate the need for proper counting, component tracking, or student identification procedures  
10 for reimbursement. The District's reliance on staff members who are untrained in these  
11 procedures and unfamiliar with the Point of Service system would increase the likelihood that  
12 students would not receive the necessary meals, meals would not be properly accounted for, and  
13 the District would lose reimbursement revenue it needs to operate.

14           17. Finally, the SEIU strike would have a significant adverse impact on special  
15 education students and students with medical needs who require a special diet or food handling  
16 procedures such as blending or pureeing of foods, and who would not be accommodated by the  
17 use of shelf stable meal kits. Currently, the Newman Nutrition Center prepares and packages 200  
18 special diets meals for delivery each day. Even assuming that the Newman Nutrition Center were  
19 able to provide an adequate replacement for these meals during the strike, it is unclear if each  
20 school site would have the necessary Special Education personnel (who are also SEIU members)  
21 to prepare, serve and feed meals according to special handling instructions. Without the necessary  
22 Special Education personnel, the health and safety of Special Education students who rely on  
23 aides to prepare and help them consume their daily meals would also be jeopardized. If the  
24 District fails to accommodate special education students with special nutritional needs, the  
25 District risks violating their Individualized Education Programs ("IEPs"), as well as these  
26 students' rights under the Individuals with Disabilities Education Act, thereby exposing the  
27 District to potential legal compliance issues.

28 ///



1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed this 16th Day of March, 2023 at Los Angeles, California.

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5 FLORENCE SIMPSON  
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**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**FOOD SERVICES**

**LAUSD v. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>Food Services</b>							
Food Service Worker and Food Service Worker II	All school sites	Food Service Workers prepare, produce, heat, cook, and serve a variety of foods according to recipes, and assist in other related tasks in a designated food production and/or service area. The Food Service Worker II takes the meals to offsite locations for meal service. Interruption for the length of the strike would prevent preparation and service of breakfast, lunch and supper.	889 4.0 hr 40 5.0 hr 43 5.5 hr 104 6 hr 1530 6.5 hr	none	none	Food Service Managers 684  Area Food Service Supervisors 25  Central staff 30	<b>1000</b> Food Service Workers for our cafeterias, to support the Early Education Centers, and offsite locations
Senior Food Service Worker	Prep Sites	The Senior Food Service Worker assists a Food Service Manager by preparing and serving meals, ordering food and supplies, following food safety principles, planning production schedules and performing all of	327 6.5 hr				

		the typical duties of a Food Service Worker.					

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9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF DANIEL KANG IN  
SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

**DECLARATION OF DANIEL KANG**

I, DANIEL KANG, hereby declare and state as follows:

1. I am the Director of Transportation Services for the Los Angeles Unified School District (the “District” or “LAUSD”). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. As Director of Transportation Services, I oversee transportation services for the entire District, including management of the 1,228 school bus routes which transport over 29,000 students to and from school. I supervise all 1,286 employees in Transportation Services, which consists of School Bus Drivers, Automotive Mechanics, Garage Assistants, Garage Attendants, Fleet Parts Storekeepers, and Transportation Routers. I have been employed by the District since March 1, 2021.

3. Transportation Services employs 1,080 active employees who are members of the Service Employees International Union Local 99 (“SEIU”), including 918 School Bus Drivers, 5 Automotive Body Mechanics, 19 Automotive Mechanics, 62 Heavy Duty Bus-Truck Mechanics, 24 Garage Assistants, 23 Garage Attendants, 12 Fleet Parts Storekeepers, 1 Fleet Parts Purchaser, 10 Bus Park Attendants, and 6 Transportation Routers. This represents 84% of the total number of employees that work for Transportation Services. LAUSD operates 861 school bus routes, and school bus contractors operate an additional 367 school bus routes. If SEIU strikes, the loss of School Bus Drivers and Auto Mechanics in particular would be a considerable threat to public safety, forcing students to wait at their bus stops for up to three (3) hours. Additionally, the District would need to recruit bus-truck mechanics who may not have the required experience on these types of vehicles. Students may be forced to try to figure out their own transportation to get to school, which would jeopardize student safety.

4. Approximately 29,648 students within LAUSD are eligible for transportation and receive transportation services daily. Transportation eligibility is divided into two categories: Special Education transportation services, and Magnet Program transportation services. Approximately 9,462 students are eligible for Special Education transportation services, and

1 approximately 20,186 students are eligible for Magnet Program transportation services. In  
2 addition, the Division supports with school bus transportation to LAUSD students that are  
3 homeless or in the foster care system, pursuant to California and federal statutory requirements.  
4 Lastly, Transportation Services provides transportation for the thousands of students who  
5 participate in field trips, athletic events, and afterschool activities.

6 5. In support of the District’s injunctive relief pleading against SEIU, I have prepared  
7 the attached **Essential Employee Exhibit A** regarding the “essential employees” in the  
8 Transportation Division.

9 **Imminent Threat to Public Health and Safety**

10 **Transportation for Students Receiving Special Education Services**

11 6. Special Education transportation services are provided pursuant to the Individuals  
12 with Disabilities Education Act (“IDEA”). Transportation arrangements for Special Education  
13 students are determined as part of their Individualized Education Program (“IEP”) to provide  
14 students a free and appropriate public education. In making transportation decisions for students  
15 with disabilities, the IEP team considers the needs of the student, and the least restrictive form of  
16 transportation appropriate for the student. Transportation is provided as a “related service” under  
17 34 CFR Section 300.34 for students with disabilities if a student is placed by the District in a  
18 school other than their school of residence, or if a disability presents a “unique need” and  
19 prohibits the student from getting to school in the same manner as non-disabled peers.

20 7. Students eligible for Special Education transportation services include those who  
21 are medically fragile, have acute illnesses, chronic illnesses, cognitive delays or sensory  
22 impairments which profoundly impact their ability to understand, respond to or communicate  
23 concerns, or who are technologically dependent due to health needs. Transporting students with  
24 disabilities requires special training and consideration of multiple factors, and for these reasons it  
25 is not a task that can be easily delegated to others in the event of a strike. The IEP team may  
26 consult with the school nurse in devising a transportation plan, or a student’s physician may state  
27 a preference for a type of transportation equipment or schedule. Specific protocols also exist for  
28

1 the use of medical equipment such as oxygen tanks.

2 8. In order to provide coverage for Special Education bus routes in the event of a  
3 strike, the Division would be forced to divert all its resources to providing transportation services  
4 for Special Education students. Specifically, the contingency plan for Special Education bus  
5 services during the strike is as follows: at least 28 bus contractors and drivers would be  
6 transferred from Magnet Program bus routes to provide coverage for Special Education bus  
7 routes, 44 LAUSD Area Bus Supervisors and 39 LAUSD Assistant Area Bus Supervisors would  
8 be assigned to operate Special Education bus routes, and an additional 10 LAUSD staff  
9 experienced and currently licensed in operating school buses would also provide transportation  
10 services for Special Education bus routes. This contingency plan, however, would still leave 365  
11 Special Education bus routes uncovered.

12 9. To provide coverage for the remaining 365 Special Education bus routes, the  
13 Division would need to take the following actions: request bus contractors to bring in additional  
14 drivers from nearby school districts, increase average ride times for bus routes from 40 minutes to  
15 180 minutes by adding stops, attempting to engage additional bus contractors to operate 50  
16 Special Education bus routes, and tier the remaining 78 bus routes to limit the number of students  
17 who would arrive to school late due to late pickup and increased ride times. Increasing the  
18 average ride times would result in students being late to class and missing critical instruction  
19 time, and would also be a disruption to the normal routine of Special Education students and to  
20 the classroom environment at large. Buses risk becoming overcrowded as additional stops and  
21 students would be added to each route, adding to the safety concerns. The rights of students  
22 receiving special education services under their IEPs may be compromised and the District may  
23 be exposed to legal liability for failing to comply with students' IEPs because of the increased  
24 ride times, missed instructional time and disturbance to the students' normal routines.

25 **Transportation for Magnet School Students**

26 10. Because Transportation Services would have to redirect all its services to  
27 supporting mandatory Special Education bus routes, the 20,186 Magnet Program students who  
28



1 rely on Transportation Services for daily transportation to and from school would be the most  
2 significantly impacted. LAUSD's Magnet Program was created pursuant to *Crawford v. Los*  
3 *Angeles Board of Education*<sup>1</sup>, which required LAUSD to respond to the racial isolation at its  
4 schools by implementing a Desegregation Plan that provided voluntary integration opportunities  
5 to students within LAUSD boundaries. Currently, there are 260 Magnet Programs located  
6 throughout the District, which provide students an opportunity to enroll in a specialized  
7 educational curriculum (e.g., STEAM (Science/Technology/Engineering/Arts/Math), Business,  
8 Communication Arts, Liberal Arts, etc.) The complete elimination of Magnet Program bus routes  
9 would leave magnet school students from lower-income backgrounds, whose families do not own  
10 cars or whose parents are not available to provide transportation, most vulnerable during the  
11 strike, which goes directly against the very purpose of the *Crawford* integration plan.

12 11. Magnet Program students undergo an extensive application process to secure one  
13 of a limited number of spots at a magnet school of their choice. Students select the Magnet  
14 Program because they are drawn to the particular magnet school's educational philosophy, or  
15 specialized area of instruction. For example, magnet schools exist for gifted/highly gifted  
16 students, for bilingual instruction, for cinematic arts and creative technologies, for  
17 science/technology/engineering/math, and for law/public service. Magnet students have taken the  
18 initiative of researching, selecting, applying to and attending these magnet programs of their  
19 choice, sometimes traveling over 80 miles roundtrip by bus daily (or over 3 hours roundtrip daily)  
20 to attend these schools. The strike would unjustly affect magnet school students and deprive them  
21 of access to these specialized instructional curricula which they have specifically chosen and  
22 committed to attend outside their residential boundaries.

23 12. Transportation Services would take the following actions to limit the impact of the  
24 strike on Magnet Program students: increase the number of Metropolitan Transportation  
25 Authority ("MTA") fare cards issued to specific schools, work with MTA to identify alternate  
26 transportation options to service LAUSD magnet schools and communicate alternate  
27

28 <sup>1</sup> 458 U.S. 527 (1982)

1 transportation options to families of magnet school students. However, these actions do not fully  
2 mitigate the impact of the strike on magnet school students, who would largely be left to rely on  
3 public transportation options which may be unpredictable, or not accessible near their home or  
4 their designated schools, and potentially expose them to safety risks, especially for students who  
5 would have to take public transportation on their own, or who may have to walk part of the way  
6 through unfamiliar neighborhoods.

### 7 **Transportation to Afterschool Activities & Field Trips**

8 13. The loss of transportation services for athletic events, field trips, and afterschool  
9 activities, including afterschool tutoring, would have a profound impact on students, cutting off  
10 important sources of artistic, musical, athletic and recreational enrichment, particularly during an  
11 especially active season in the school year. For many LAUSD students living in poverty, these  
12 school-sponsored events may be their only exposure to museums, zoos, parks, concerts and  
13 theatrical performances. Afterschool programs provide a safe, supervised structured environment,  
14 and working parents regularly depend on these activities for afterschool childcare. Lastly, the  
15 importance of organized and competitive sports for youth in urban, low-income communities  
16 cannot be underestimated. Participation in sports programs has been linked to higher self-esteem  
17 and confidence, reduced anti-social behavior, development of problem-solving and teamwork  
18 skills, crime prevention, and strengthening of communities.

19 14. The District believes that the minimum number of bus drivers needed to prevent an  
20 imminent threat to public health and safety is **460 drivers** during a strike. This would allow the  
21 District to provide essential transportation to all students identified as eligible for busing, but with  
22 delays and extended routes for the drivers who are ordered to work.

### 23 **Bus Safety**

24 15. The Bus-truck Mechanics who would participate in the strike would be impossible  
25 to replace. It is extremely difficult to hire qualified Auto Mechanics, and the District has already  
26 been suffering a shortage of qualified Bus-truck Mechanics. Bus-truck Mechanics must have four  
27 years of previous experience and specialty training in “bumper to bumper mechanics,” meaning  
28

1 they must know how to repair all parts of a school bus, including air brakes, which are not  
2 commonly used outside of school buses. Bus-truck Mechanics must have a Class B license with  
3 passenger endorsement, which can take several weeks of training and several months of  
4 processing. Bus-truck Mechanics must also have experience working with all four different types  
5 of fuel, electric-powered buses, and be familiar with Federal Motor Vehicle Safety Standards and  
6 California Highway Patrol (“CHP”) inspection regulations. CHP performs weekly inspections,  
7 and the District has five garages. Without qualified Bus-truck Mechanics, it would be impossible  
8 to pass the CHP inspection requirements, and non-compliant LAUSD buses would have to be  
9 removed from operation.

10 16. Garage Assistants inspect buses to ensure that they are road-worthy They perform  
11 routine maintenance work, such as changing oil, adjusting brakes, replacing fan and drive belts,  
12 replacing windshield wiper blades, and changing or repairing tires. Garage Attendants clean and  
13 refuel buses and assist other staff in making repairs to District automotive equipment. Fleet Parts  
14 Storekeepers ensure that the District has parts needed for ongoing maintenance of vehicles, order  
15 parts and tools as needed, and maintain records of inventory. The District believes that the  
16 minimum number of Fleet Maintenance employees needed to prevent an imminent threat to  
17 public health and safety is **74 employees** during a strike. This would allow the District to provide  
18 support for the drivers, cleaning and maintenance of District buses and repairs to ensure vehicles  
19 remain in the fleet.

20 17. Transportation Routing Center employees plan and develop routes for student and  
21 other transportation needs, They select and schedule bus stops on routes, according to factors  
22 such as geography, ride times and route crossover. They also maintain route records, update  
23 student information changes, transfers and other transportation needs. The District believes that  
24 the minimum number of Transportation Routing Center employees needed to prevent an  
25 imminent threat to public health and safety is **4 transportation routers** during a strike. Due to  
26 the massive changes to the routes, assigned students and schedules, Routing Center employees  
27  
28

1 will be even more essential than normal to ensure adequacy of services and the health and safety  
2 of students.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct.

5 Executed this 16<sup>th</sup> Day of March, 2023 at Los Angeles, California.

6  
7  
8 

9 \_\_\_\_\_  
10 DANIEL KANG  
11 \_\_\_\_\_

**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**TRANSPORTATION**

**LAUSD v. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>BUS OPERATIONS</b>							
LIGHT BUS DRIVER	Region A	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 99	Day: 0	Day: 0	12 supervisors  0 other non-strikers or replacements	Day:460 (supervisor available)  Swing:0  Night:0
LIGHT BUS DRIVER	Region B	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 139	Day: 0	Day: 0	12 supervisors  0 other non-strikers or replacements	
LIGHT BUS DRIVER	Region D	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 103	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	

LIGHT BUS DRIVER	Region E	Operates a conventional school bus in safely transporting students to and from school and other locations as scheduled.	Day: 114	Day: 0	Day: 0	12 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region A	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 107	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region B	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 77	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region D	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 144	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	
HEAVY BUS DRIVER	Region E	Operates a large transit school bus in safely transporting students to and from school and other locations as scheduled.	Day: 130	Day: 0	Day: 0	11 supervisors  0 other non-strikers or replacements	

## FLEET MAINTENANCE

AUTOMOTIVE MECHANIC	BSC	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 4	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	Gardena	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 3	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	San Julian	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 5	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	Sepulveda	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 3 Swing: 1	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 2
AUTOMOTIVE MECHANIC	Sun Valley	Journey-level mechanic duties on light buses and related equipment, and diagnosing sources of trouble or failure on said equipment.	Day: 1	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 1
AUTOMITVE BODY MECHANIC	BSC	Repair bodies of vehicles resulting from accidents and body damage	Day: 1	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 1



AUTOMITVE BODY MECHANIC	San Julian	Repair bodies of vehicles resulting from accidents and body damage	Day: 2 Swing: 2	Day: 0	Day: 0	0 supervisors  0 other non-strikers or replacements	Day: 1
BUS PARK ATTENDANT	BSC	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 2	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 0	0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	Gardena	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 0	0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	San Julian	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 0	0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	Sun Valley	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
BUS PARK ATTENDANT	Van Nuys	Monitor bus yard facilities for trespassers, theft, fuel leaks, and security.	Day: 0 Swing: 0 Night: 1	Day: 0 Swing: 0 Night: 1		0 supervisors  0 other non-strikers or replacements	Day: 0 Swing:0 Night:1
HEAVY DUTY BUS-TRUCK MECHANIC	BSC	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 14 Swing: 0 Night: 7			3 supervisors  0 other non-strikers or replacements	Day: 4 Swing:0 Night:2

HEAVY DUTY BUS- TRUCK MECHANIC	Gardena	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 9 Swing: 0 Night: 8			3 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night:2
HEAVY DUTY BUS- TRUCK MECHANIC	San Julian	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 2 Swing: 0 Night: 1			3 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night:2
HEAVY DUTY BUS- TRUCK MECHANIC	Sepulveda	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 1 Swing: 1 Night: 0			2 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0
HEAVY DUTY BUS- TRUCK MECHANIC	Sun Valley	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 6 Swing: 0 Night: 8			3 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 2
HEAVY DUTY BUS- TRUCK MECHANIC	Van Nuys	Repairs a variety of vehicle equipment including alternative fuel school buses, medium/heavy trucks, and powered equipment. Diagnoses sources of trouble or failure in vehicle equipment, including those in electronic components.	Day: 2 Swing: 2 Night: 0			1 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 1 Night: 0

GARAGE ASSISTANT	BSC	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 3 Swing: 0 Night: 4			0 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 2
GARAGE ASSISTANT	Gardena	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 3 Swing: 0 Night: 2			0 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 2
GARAGE ASSISTANT	San Julian	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 3 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 2 Swing:0 Night: 1
GARAGE ASSISTANT	Sepulveda	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and	Day: 1 Swing: 1 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 1 Night:0

		tubes, replacing fuses and lights, and making seat repairs.					
GARAGE ASSISTANT	Sun Valley	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 1 Swing: 0 Night: 3			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 2
GARAGE ASSISTANT	Van Nuys	Performs routine maintenance work, changes engine, transmission, and differential brake oil, and battery service. Performs repairs, such as adjusting a variety of brakes and clutches, replacing fan and drive belts, replacing windshield wiper blades, changing and repairing flat tires and tubes, replacing fuses and lights, and making seat repairs.	Day: 2 Swing: 0 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 0
GARAGE ATTENDANT	BSC	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 4 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1
GARAGE ATTENDANT	Gardena	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 4 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1
GARAGE ATTENDANT	San Julian	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1

		automotive equipment.					
GARAGE ATTENDANT	Sepulveda	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 1 Swing: 1 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0
GARAGE ATTENDANT	Sun Valley	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 3 Swing: 0 Night: 2			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night: 1
GARAGE ATTENDANT	Van Nuys	Garage maintenance, steam cleans automotive components, refuels automotive equipment, including school buses, assists in making repairs to automotive equipment.	Day: 1 Swing: 2 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0
FLEET PARTS PURCHASER	TSD Admin Office (Roybal)	Purchases/ordering of automotive parts, reviews and coordinates contracts and invoicing.	Day: 1 Swing: 0 Night: 0			1 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 0
FLEET-PARTS STOREKEEPER	BSC	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night: 1
FLEET-PARTS STOREKEEPER	Gardena	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing:0 Night: 1

		for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.					
FLEET-PARTS STOREKEEPER	San Julian	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 1 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1
FLEET-PARTS STOREKEEPER	Sepulveda	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 0 Swing: 1 Night: 0			0 supervisors  0 other non-strikers or replacements	Day: 0 Swing: 1 Night: 0
FLEET-PARTS STOREKEEPER	Sun Valley	Orders, receives, inspects, stores, and issues fleet parts, repair materials, and tools used in a District fleet maintenance shop and is responsible for the care and maintenance of a District fleet parts storeroom. Completes transfers, credits, and parts requisitions related to ordering and issuance of stock and nonstock parts and materials, and maintains related records.	Day: 2 Swing: 0 Night: 1			0 supervisors  0 other non-strikers or replacements	Day: 1 Swing: 0 Night: 1

## TRANSPORTATION ROUTING CENTER

TRANSPORTATION ROUTERS	TSD Admin Office (Roybal)	Plans and develops routes for student and other transportation needs. Selects bus stops and bus stop sequence for student routing according to factors of geography, riding times, and route crossover. Performs maintenance of route records in a computerized routing system including pupil additions and deletions; and updates student information changes, transfers, and transportation needs.	Day: 5 Swing: 0 Night: 0			1 supervisor  0 other non-strikers or replacements	Day: 3 Swing:0 Night:0
TRANSPORTATION ROUTERS	LAUSD HQ (Beaudry)	Plans and develops routes for student and other transportation needs. Selects bus stops and bus stop sequence for student routing according to factors of geography, riding times, and route crossover. Performs maintenance of route records in a computerized routing system including pupil additions and deletions; and updates student information changes, transfers, and transportation needs.	Day: 1 Swing: 0 Night: 0			0 supervisor  0 other non-strikers or replacements	Day: 1 Swing:0 Night:0

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LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.

PERB Case No. \_\_\_\_\_

**DECLARATION OF DENNIS BRADBURN  
IN SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**



**DECLARATION OF DENNIS BRADBURN**

I, DENNIS BRADBURN, hereby declare and state as follows:

1. I am the Deputy Director of Maintenance and Operations for the Los Angeles Unified School District (the "District" or "LAUSD"). I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. I have been employed with the District for 27 years and have worked in the Maintenance and Operations ("M&O") Department for 27 years. The M&O Department provides facilities management, maintenance and repair, custodial support, pest management and other services to the District. Since July 2022, I have been the M&O Department's Deputy Director. As the Deputy Director, I am responsible for directing the activities of central maintenance and operations services, including the allocation and utilization of personnel members in the M&O Department. With respect to M&O Department personnel, I play a key role in forecasting the District's maintenance needs and staffing District schools with the appropriate number of employees to ensure that all necessary services are completed. This is critically important to allow for the District to provide a clean and well-kept learning environment for our students and employees. The District is required, by law, to provide equal access to a quality education, which includes safe and well-maintained school facilities. Several state and local public health agencies may make scheduled or unannounced visits to inspect the District's school sites to ensure that this requirement is satisfied. As a result, the District must maintain minimum levels of cleanliness at all times. Additionally, I am responsible for securing contractors to provide additional personnel support to the Department for special projects, emergencies or staffing shortages.

3. The M&O Department is instrumental in creating a safe and healthy learning environment for students. The M&O Department provides maintenance support to the District's 1,438 schools and centers. Within the M&O Department, there are approximately 3,328 employees who are employed in positions represented by Service Employees International Union ("SEIU"). Our SEIU unit employees include positions such as Building and Grounds Workers (2,747 employees) and Pest Management Technicians (21 employees), who perform essential functions that directly affect student safety and the minimum cleanliness levels the District is

1 obligated to maintain under the California Education Code and state and local health laws.

2 4. In support of the District's injunctive relief pleading against SEIU, I have prepared  
3 the attached **Essential Employee Exhibit A** regarding the "essential employees" in the M&O  
4 Department.

5 **Imminent Threat to Public Health and Safety**

6 5. A strike by certain classifications of SEIU unit employees in the M&O  
7 Department would have a significant adverse impact and threaten the public health and safety of  
8 all students in the District, for the reasons explained below.

9 6. Building and Grounds Workers maintain building and grounds in a clean, sanitary  
10 and safe condition. These employees are assigned to specific schools and are key personnel  
11 within the M&O Department because their daily tasks have a major impact on student health and  
12 safety. These employees collectively cover sixteen (16) to twenty (20) hours of shifts per day and  
13 employees are on call when not scheduled, in case of emergencies or natural disasters. For  
14 instance, Building and Grounds Workers pick up trash around school sites, which if neglected for  
15 even one day will attract rodents, insects and other pests. They are also responsible for cleaning  
16 critical areas in schools such as restrooms, kitchens and cafeterias, which if left unattended will  
17 create significant sanitation concerns, and a potential public health crisis, for students and school  
18 personnel. During natural disasters, such as a wildfires or storms, these employees are integral in  
19 cleaning debris where students eat and preventing school sites from flooding or otherwise posing  
20 a danger to students. Additionally, these employees assist in opening and closing facilities,  
21 requiring locks and alarms to be activated or deactivated. Due to security concerns, this task  
22 cannot be delegated to contract workers.

- 23 a. The District believes that the minimum number of Building and Grounds  
24 Workers needed to prevent an imminent threat to public health and safety is  
25 817 Building and Grounds Workers, which constitute 50% of the total number  
26 of Building and Grounds Workers, during a strike in order to ensure clean,  
27 sanitary and safe school sites for students. This minimum number already takes  
28 into account reducing the numbers of available restrooms at school sites to a



1 minimum level in order to reduce the scope of work for employees.

- 2 b. During the strike, the District will utilize 359 contractors and up to 710 Plant  
3 Managers to perform the work of those SEIU unit employees who are planning  
4 to strike. Even taking these contractors and non-SEIU employees into account,  
5 the District still needs the minimum number of Building and Grounds Workers  
6 identified above to prevent an imminent threat to public health and safety.

7 7. Pest Management Technicians work 6:30 a.m. to 3:00 p.m. to address issues  
8 relating to pest management and prevention and handle the removal of live and dead animals on  
9 school grounds, such as snakes, bees, roaches, and rodents. These employees primarily work  
10 during the instructional day and employees are on call when not scheduled, in case of  
11 emergencies. Pest Management Technicians are required to be specially trained in the safe use  
12 and handling of pesticides and toxic chemicals, the biological, ecological and behavioral patterns  
13 of pests in the Los Angeles area, and the District's requirements for pest management as  
14 articulated in the District's Integrated Pest Management policy, as well as local, state and federal  
15 laws. To be employed by the District, a Pest Management Technician must have a Branch 2 Field  
16 Representative or Operator license with the California Structural Pest Control Board and at least 3  
17 years of experience in this area. Contracting with private pest control technicians or services is  
18 not possible due to California's Safe School Integrated Pest Management Plan, a law which  
19 requires the utilization of only certain products and devices to avoid exposure to other, more  
20 unsafe chemicals.

- 21 a. The District believes that the minimum number of Pest Management  
22 Technicians needed to prevent an imminent threat to public health and safety is  
23 8 Pest Management Technicians, which constitute 35% of the total number of  
24 Pest Management Technicians, during a strike in order to ensure continuity of  
25 pest management and prevention, and to eradicate live or dead pests from  
26 school sites during a strike. This minimum staffing means that the District  
27 would assign two (2) Pest Management Technicians per Region, which  
28

1 consisted of covering approximately 320 District sites. There are four (4)  
2 Regions in the District.

- 3 b. During the strike, the District will utilize the one (1) IPM Coordinator to  
4 perform the work of those SEIU unit employees who are planning to strike. As  
5 mentioned above, the District is unable to contract out the work of Pest  
6 Management Technicians pursuant to law. Even taking the one (1) non-SEIU  
7 unit employee into account, the District still needs the minimum number of  
8 Pest Management Technicians identified above to prevent an imminent threat  
9 to public health and safety.

10 8. Outside of the contractors already discussed above, the District's ability to secure  
11 any additional temporary contract workers for some essential employee work during the strike is  
12 very limited. First, it is unlikely that the District could on short notice retain sufficient contractors  
13 to fill those positions. Second, the contractors must participate in extensive security background  
14 checks, medical clearance, as well as District required courses and orientation before they can be  
15 approved to perform work for the District. The screening process can take anywhere from ten  
16 days to several weeks. Thus, there is no guarantee that the M&O Department will be able to  
17 immediately secure any additional contractors needed to maintain the minimum levels of staffing  
18 to prevent an imminent threat to public health and safety as discussed above.

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct.

21 Executed this 16th Day of March, 2023 at Los Angeles, California.

22   
23 DENNIS BRADBURN  
24  
25  
26  
27  
28

**ESSENTIAL EMPLOYEE  
EXHIBIT A**

**ESSENTIAL EMPLOYEE EXHIBIT A**  
**MAINTENANCE AND OPERATIONS**

**LAUSD v. SEIU Local 99**

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrikers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>[Maintenance and Operations]</b>							
Building and Grounds Workers (custodian)	K-12 Schools, Early Education Centers, Camps, offices and other educational facilities	Maintain building and grounds in a clean, sanitary and safe condition. Staff is responsible for cleaning critical areas in schools such as restrooms, kitchens and cafeterias, which if left unattended could create significant sanitation concerns, and a potential public health crisis, for students and school personnel.	Total: 1634  Daily: 1,466  Subs: 168	On call: 1,634	On call: 1,634	710 supervisors (Plant Managers)  Contractors: 359	Daily: <b>817</b>

Position	Location	Essential Duties and Declarant Providing Description of the Duties	Regular Weekday Staffing for 24- hour period (specify shifts and note if on call)	Regular Weekend Staffing for 24- hour period (specify shifts and note if on call)	Holiday Staffing for 24- hour period (specify shifts and note if on call)	Supervisors, Nonstrickers & Replace- ments Avail for 24-hour period (specify whether supervisors, replacements and/or others)	Employer's Request for Unit Employees Enjoined per 24 Hour Period (specify shifts and note if on call)
<b>[Pest Management]</b>							
Pest Management Technicians	K-12 Schools, Early Education Centers, Camps, offices and other educational facilities	Respond to issues relating to pest management and prevention, and the removal of live and dead animals on school grounds, such as snakes, bees, roaches, and rodents. Pest Management Technicians are required to be specially trained in the safe use and handling of pesticides and toxic chemicals, the biological, ecological and behavioral patterns of pests in the Los Angeles area, and the District's requirements for pest management as articulated in the District's Integrated Pest Management policy, as well as local, state and federal laws. Pest Management Technician must have a Branch 2 Field Representative or Operator license with the California Structural Pest Control Board and at least 3 years of experience in this area.	Daily: 21  On call: 21	Daily: 0  On call: 21	Daily: 0  On call: 21	1 Supervisor (IPM Coordinator)	Daily: <b>8</b>

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LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

13 Petitioner,

14 v.

15 SERVICE EMPLOYEES  
16 INTERNATIONAL UNION LOCAL 99,

17 Respondent.  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF ELLEN C. WU IN  
SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**



**DECLARATION OF ELLEN C. WU**

I, Ellen C. Wu, declare as follows:

1. I am an attorney duly licensed to practice in the State of California and I am a shareholder with the law firm of Dannis Woliver Kelley, attorneys of record for Petitioner Los Angeles Unified School District ("District"). If called as a witness I could testify to the following:

2. On March 15, 2023, at or about 12:50 p.m., I contacted J. Felix De La Torre, General Counsel for the Public Employment Relations Board ("PERB") by telephone. I informed Mr. De La Torre that the District would be filing an Unfair Practice Charge ("UPC") and a Petition for Injunctive Relief with PERB within the next few days against Service Employees International Union Local 99 ("SEIU").

3. On March 15, 2023, at or about 1:35 p.m., I contacted Daniel Rojas, SEIU's legal counsel, by telephone. I informed Mr. Rojas that the District would be filing an UPC and a Petition for Injunctive Relief with PERB within the next few days against SEIU.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed this 17th Day of March, 2023 at Long Beach, California.

  
\_\_\_\_\_  
ELLEN C. WU

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LOS ANGELES UNIFIED SCHOOL DISTRICT

8  
9 BEFORE THE STATE OF CALIFORNIA  
10 PUBLIC EMPLOYMENT RELATIONS BOARD

11 LOS ANGELES UNIFIED SCHOOL  
12 DISTRICT,

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17 Respondent.  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF TONY DIGRAZIA IN  
SUPPORT OF LOS ANGELES UNIFIED  
SCHOOL DISTRICT'S PETITION FOR  
INJUNCTIVE RELIEF**

DECLARATION OF TONY DIGRAZIA

I, TONY DIGRAZIA, hereby declare and state as follows:

1. I am the Director of Labor Relations for the Los Angeles Unified School District (the “District” or “LAUSD”), and have served in this capacity since April 1, 2020. I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. As Director of Labor Relations, I serve (and throughout the period of my employment as Director of Labor Relations, have served) as the District’s lead negotiator at the table in negotiations with our labor partners, one of which is Service Employees International Union, Local 99 (“SEIU”).

3. SEIU is the exclusive bargaining representative for four (4) separate LAUSD units: Units B, C, F, and G. Each of the four units has a separate collective bargaining agreement (“CBA”), many of the terms of which are identical. The SEIU/LAUSD CBAs cover approximately 30,000 classified employees of the District, including among others special education aides, transportation workers, food service workers, and building and grounds workers.

4. The end date of the terms of each of the four CBAs was June 30, 2020, but the contracts continued in effect thereafter unless terminated by any party with advance notice. SEIU and LAUSD’s negotiations on successor agreements commenced in 2019, but due to the COVID-19 global pandemic, negotiations on a successor agreement paused, and the parties had to pivot to engage in COVID-related negotiations throughout 2020 and 2021.

5. Once the pandemic-related challenges eased, negotiations for a successor agreement began on February 16, 2022 and continued through December 21, 2022. During this time, approximately thirty-nine (39) bargaining sessions have been held.

6. On December 22, 2022, SEIU filed a request for impasse determination with the Public Employment Relations Board (“PERB”). The District opposed the request for impasse on the grounds that the parties were not at impasse.

7. On December 29, 2022, PERB determined the existence of an impasse and subsequently assigned a mediator to conduct impasse mediation with the parties.

8. The parties participated in impasse mediation sessions on February 21, 2023 and March 1, 2023.

9. On March 3, 2023, the mediator certified the case to fact-finding.

10. On March 13, 2023, SEIU filed a fact-finding request with PERB, and PERB has initiated the fact-finding process for LAUSD and SEIU. The immediate next step is for the parties to each designate their respective fact-finding panel member.

11. As part of my work as the Director of Labor Relations, I have personal knowledge of public communications or press releases from the labor unions at LAUSD. During the months of December 2022 and January 2023, on their SEIU Local 99 website ([www.seiu99.org](http://www.seiu99.org)), the union posted articles about the status of negotiations with LAUSD, and consistently spoke of “substandard wages”, insufficient teacher and special education assistants, substandard cleaning and disinfecting at schools due to lack of custodial staff, and limited enrichment for students due to reduced work hours and lack of health care benefits for after school workers.

12. In early January 2023, SEIU announced its intent to hold a vote to authorize a strike against LAUSD. SEIU Executive Director Max Arias was quoted in a January 10, 2023 SEIU press release as saying, “A strike is the last option. Workers are hopeful that a fair agreement can be reached through the mediation process. However, there are major issues in LAUSD’s compensation system that are leading to severe staffing shortages for essential student services.” The press release included SEIU’s complaints about the difficulty in retaining and recruiting staff due to low wages.<sup>1</sup>

13. A January 20, 2023 post on the SEIU Local 99 website summarized the union’s contract demands. There were nine categories of demands, according to SEIU. Seven of the nine demands were requests for increased compensation in the form of wage increases, equity wage adjustments, eliminating unpaid furloughs, eliminating the District’s right to set employee’s schedules, increased health care coverage, paid training and professional, and the right to cash out vacation pay.

<sup>1</sup> <https://www.seiu99.org/2023/01/10/lausd-school-workers-set-schedule-for-strike-vote-january-23-february-10-2023/>

1           14.     The voting period for SEIU’s pre-strike authorization was between January 24 and  
2 February 10, 2023. On February 9, 2023, a post on SEIU Local 99’s Facebook page reminded  
3 union members about the deadline for voting and described SEIU’s demands as follows:

4           Online voting will close on Friday, February 10 at 5:00pm. Make sure your voice  
5 is heard!

6           We are fighting for:

7           ✓30% wage increase plus a \$2/hour equity wage adjustment

8           ✓More full-time hours

9           ✓Professional development, including training for Special Ed Assistants to  
become BIIIs so we can put an end to the district’s expensive and ineffective  
subcontracting of our work.

10          ✓And much, much more!

11           15.     A February 10, 2023 post on SEIU Local 99’s Facebook page quoted Gilbert  
12 Feliciano, bargaining team member and Special Education Assistant at LAUSD, about why the  
13 strike authorization vote was so important: “With inflation at an all time high and members living  
14 check to check the conditions have to improve. The only way we can progress as workers is by  
15 fighting for our rights!”<sup>2</sup>

16           16.     On February 14, 2023, a news media item reported that SEIU Local 99 had voted  
17 to authorize a work stoppage. SEIU Executive Director Max Arias told the news media that SEIU  
18 was demanding equitable wage increases, more full-time work, respectful treatment and increased  
19 staffing levels.<sup>3</sup>

20           17.     On March 1, 2023, LAUSD and SEIU participated in an impasse mediation  
21 session. On its website, SEIU provided a summary of the mediation, acknowledging that LAUSD  
22 made some movement in mediation but noting that was not enough for SEIU. Specifically,  
23 LAUSD had proposed fully-paid health benefits, including coverage for dependents, for unit  
24 members in Units F and G. SEIU stated that LAUSD had refused its demand for a 30% raise, plus  
25 a \$2/hour equity wage increase. SEIU also stated that “It’s clear the district is paying attention to  
26 our ongoing actions because they made some movement – but it’s still not enough,” and “Let’s

27 <sup>2</sup> <https://fb.watch/jj6ErRPz14/>

28 <sup>3</sup> <https://www.hcamag.com/us/specialization/industrial-relations/lausd-workers-authorize-strike-in-decisive-vote/436275>

1 keep pushing LAUSD to show us the respect we deserve!” SEIU noted the upcoming planned  
2 events as follows: “March 7 Day of Protest – On March 7, the LAUSD school board will be  
3 meeting to discuss our contract. Let’s make sure they hear us!”; and “March 15 Massive joint  
4 rally with UTLA teachers.” SEIU again referenced the members’ overwhelming vote to strike  
5 and that they should be prepared at each school and worksite to “demand respect.”<sup>4</sup>

6 18. On March 7, 2023, SEIU members engaged in an Informational Picket at hundreds  
7 of District sites. Printed signs carried by picketers included references to “Equitable Wages  
8 Now!”, “Respect Us Pay Us”, “We Demand Respect”, “I am Voting Yes For SEIU Local 99 For  
9 Better Wages” and “Fighting For Clean, Safe & Supportive Schools,” and SEIU referred to their  
10 employees as “essential.”<sup>5</sup>

11 19. On March 7, 2023, SEIU advised the District that it was providing 10 days’ notice  
12 of cancellation of their four CBAs with the District.

13 20. As of Sunday, March 12, 2023, SEIU’s website still included answers to  
14 frequently asked questions (“FAQs”) about a potential strike. The FAQs included the following in  
15 relevant part:

- 16 a. Q: Why have we come to this point in negotiations? A: ..... On December  
17 22, 2022, our bargaining team declared an impasse. This means a state  
18 mediator will now try and help us reach an agreement. We are hopeful that  
19 an agreement can be reached, but if the district continues to stall and  
20 disrespect our rights, we must be ready to strike if we want to win  
21 significant changes in our contract.
- 22 b. Q: How will students be impacted by a potential strike? A: One of the  
23 reasons we are considering a strike is to force the District to address  
24 working conditions that are impacting students, including staffing  
25 shortages. Low wages, part time work is making it difficult for LAUSD to  
26 recruit and retain enough staff for essential student services. We are

27 <sup>4</sup> <https://www.seiu99.org/2023/03/01/lausd-makes-some-movement-in-mediation-but-not-enough/>

28 <sup>5</sup> <https://www.flickr.com/photos/local99/albums/72177720306539601>

1 demanding more staff to ensure clean, safe, and supportive schools for all  
2 students.

- 3 c. Q: Who will make the decision to go on strike? A: The decision to go on  
4 strike will be made by the members of SEIU Local 99. There are two steps  
5 to the process: 1. **Strike Authorization Vote.** Members took a vote in an  
6 official strike authorization vote that was held January 23 – February 10.  
7 With a 96% ‘yes’ vote, gives the elected members of our Bargaining Team  
8 permission to call for a lawful strike if we cannot reach an agreement  
9 during the impasse process. 2. **Strike.** Our Bargaining Team will set a  
10 strike date and call for a strike. To be clear, our goal is not to strike, but if  
11 our bargaining team decides that a strike is necessary, it is critical that we  
12 show our power through our unity. If only a few members go on strike, the  
13 District will not be inclined to settle. The District’s response will depend  
14 on the strength of our participation.
- 15 d. Q: When will we go on strike? A: The law gives us the right to call a strike  
16 after we have exhausted the impasse process. We are currently engaged in  
17 this process. No dates have been set for a strike.
- 18 e. Q: How long would we be on strike? A: Right now, no timeline has been  
19 set. Our Bargaining Team would determine the duration of the strike.  
20 However, the goal of the strike is to show our unity and make sure the  
21 District negotiates with us in good faith and we need to be committed to  
22 stand strong for as long as it takes.
- 23 f. Attached as **Exhibit 1** are true and correct copies of the screen shots from  
24 the SEIU website regarding the above.

25 21. On March 15, 2023, SEIU held a rally at City Hall, during which elected SEIU  
26 Executive Director Max Arias announced SEIU’s intent to strike for three (3) days beginning on  
27 March 21, 2023. During the rally, SEIU Local 99 emcee Keara White was quoted as saying, “It’s  
28 time to get paid what we deserve. Everyone here deserves to be paid more. These are not livable

1 wages.”<sup>6</sup>

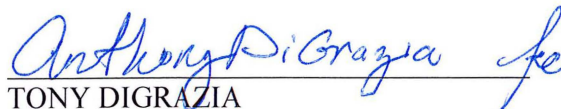
2 22. During the March 15, 2023 rally, SEIU unit employees were interviewed by  
3 various media outlets subsequent to the announcement of a strike. Blanca Gallegos, a SEIU Local  
4 99 member was quoted as saying, “We are preparing to strike because after nearly a year of  
5 negotiations with the district, they have not been fruitful. Workers are asking for a living wage.  
6 Right now workers of LAUSD earn below the poverty line.”<sup>7</sup>

7 23. In a letter emailed to the District on March 16, 2023, SEIU advised LAUSD that  
8 SEIU will be engaging in a “UPC strike” on March 21 through 23, 2023.

9 24. In a letter emailed to the District on March 16, 2023, United Teachers Los Angeles  
10 (“UTLA”) advised LAUSD that UTLA will be engaging in a sympathy strike in support of  
11 SEIU’s UPC strike.

12 I declare under penalty of perjury under the laws of the State of California that the  
13 foregoing is true and correct.

14 Executed this 17th day of March, 2023 at Los Angeles, California.

15   
16 TONY DIGRAZIA

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27 <sup>6</sup> <https://www.dailybreeze.com/2023/03/15/lausd-unions-hold-joint-rally-as-strike-looms/>

28 <sup>7</sup> <https://abc7.com/lausd-strike-seiu-local-99-teachers-union-los-angeles-unified-school-district/12959989/>



# EXHIBIT 1

## QUESTIONS & ANSWERS ABOUT STRIKING

After months of negotiations, LAUSD has not made any significant movement to improve how we are compensated, including increasing our wages and hours. In fact, LAUSD has continued to disrespect workers for standing up for our rights and has committed numerous unfair labor practices.

To truly change the inequitable system at LAUSD that treats classified employees as second-class workers, we must be ready to take strong action, including going on a lawful strike.

This is a big decision and you may have many questions. Here are answers to some frequently asked questions about the process of going on strike. If you have more questions, please contact your Steward or [Union Organizer](#) or fill out an [Inquiry Form at seiu99.org/inquire](#).

### Why have we come to this point in negotiations?

Our bargaining team has been in negotiations for our full contract with LAUSD since April 2021. The district has essentially rejected all of our proposals and made no real improvement to our wages and hours. After months of negotiations, it's clear that further bargaining without the assistance of a third party mediator will not be productive. On December 22, 2022, our bargaining team declared an impasse. This means a state mediator will now try and help us reach an agreement. We are hopeful that an agreement can be reached, but if the district continues to stall and disrespect our rights, we must be ready to strike if we want to win significant changes in our contract.

### I thought we had a "no strike" clause in our contract and we can't strike.

### If we can suspend the "no strike" clause in our contract, doesn't that mean the District can also suspend the "no lockout" clause?

### Do I have to strike?

### What if my supervisor, principal or another administrator asks me if I am voting to strike or if I plan to strike?

### Who will make the decision to go on strike?

### When will we go on strike?

### How long would we be on strike?

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After months of negotiations, LAUSD has not made any significant movement to improve how we are compensated, including increasing our wages and hours. In fact, LAUSD has continued to disrespect workers for standing up for our rights and has committed numerous unfair labor practices.

To truly change the inequitable system at LAUSD that treats classified employees as second-class workers, we must be ready to take strong action, including going on a lawful strike.

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**? Why have we come to this point in negotiations?****? I thought we had a “no strike” clause in our contract and we can’t strike.****? If we can suspend the “no strike” clause in our contract, doesn’t that mean the District can also suspend the “no lockout” clause?****? Do I have to strike?****? What if my supervisor, principal or another administrator asks me if I am voting to strike or if I plan to strike?****i Who will make the decision to go on strike?**

The decision to go on strike will be made by the members of SEIU Local 99. There are two steps to the process:

1. **Strike Authorization Vote.** Members took a vote in an official strike authorization vote that was held January 23 – February 10. With a 96% ‘yes’ vote, gives the elected members of our Bargaining Team permission to call for a lawful strike if we cannot reach an agreement during the impasse process.
2. **Strike.** Our Bargaining Team will set a strike date and call for a strike. To be clear, our goal is not to strike, but if our bargaining team decides that a strike is necessary, it is critical that we show our power through our unity. If only a few members go on strike, the District will not be inclined to settle. The District’s response will depend on the strength of our participation.

**? When will we go on strike?****? How long would we be on strike?****? Will I be covered by my health insurance during the strike?**





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strong action, including going on a lawful strike.

This is a big decision and you may have many questions. Here are answers to some frequently asked questions about the process of going on strike. If you have more questions, please contact your Steward or **Union Organizer** or fill out an **Inquiry Form at [seiu99.org/inquire](https://seiu99.org/inquire)**.



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Who will make the decision to go on strike?



When will we go on strike?

The law gives us the right to call for a strike after we have exhausted the impasse process. We are currently engaged in this process. No dates have been set for a strike.



How long would we be on strike?



Will I be covered by my health insurance during the strike?



I'm concerned about going out on strike. Can I get in trouble, be replaced or even fired?



If we go on strike, will the union be providing financial assistance?



How will students be impacted by a potential strike?



Can I call in sick in order to participate in a strike?



Can I use vacation time to strike?



What if I am already approved for leave during the strike period?

## education workers united SEIU LOCAL 99

strong action, including going on a lawful strike. This is a big decision and you may have many questions. Here are answers to some frequently asked questions about the process of going on strike. If you have more questions, please contact your Steward or **Union Organizer** or fill out an **Inquiry Form at [seiu99.org/inquire](https://seiu99.org/inquire)**.

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Who will make the decision to go on strike?

When will we go on strike?

**i** How long would we be on strike?

Right now, no timeline has been set. Our Bargaining Team would determine the duration of the strike. However, the goal of the strike is to show our unity and make sure the District negotiates with us in good faith and we need to be committed to stand strong for as long as it takes.

Will I be covered by my health insurance during the strike?

I'm concerned about going out on strike. Can I get in trouble, be replaced or even fired?

If we go on strike, will the union be providing financial assistance?

How will students be impacted by a potential strike?

Can I call in sick in order to participate in a strike?

Can I use vacation time to strike?

What if I am already approved for leave during the strike period?





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SEIU LOCAL 99

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This is a big decision and you may have many questions. Here are answers to some frequently asked questions about the process of going on strike. If you have more questions, please contact your Steward or **Union Organizer** or fill out an **Inquiry Form at [seiu99.org/inquire](https://seiu99.org/inquire)**.

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? Who will make the decision to go on strike?

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? If we go on strike, will the union be providing financial assistance?

i How will students be impacted by a potential strike?

One of the reasons we are considering a strike is to force the District to address working conditions that are impacting students, including staffing shortages. Low wage, part time work is making it difficult for LAUSD to recruit and retain enough staff for essential student services. We are demanding more staff to ensure clean, safe, and supportive schools for all students.

? Can I call in sick in order to participate in a strike?

? Can I use vacation time to strike?

? What if I am already approved for leave during the strike period?

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8  
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PERB Case No. \_\_\_\_\_

**DECLARATION OF ANTHONY J.  
BEJARANO IN SUPPORT OF LOS  
ANGELES UNIFIED SCHOOL DISTRICT'S  
PETITION FOR INJUNCTIVE RELIEF**

**DECLARATION OF ANTHONY J. BEJARANO**

I, ANTHONY J. BEJARANO, hereby declare and state as follows:

1. I am Associate General Counsel for the Los Angeles Unified School District (the “District” or “LAUSD”) and have served in this capacity since 2020. Previously I served as Assistant General Counsel II since 2013. I personally know of the matters stated herein, and if called to testify as to these matters, I could and would do so competently.

2. On or about September 27, 2022, Service Employees International Union Local 99 (“SEIU”) filed an Unfair Practice Charge, case number LA-CE-6744-E against LAUSD alleging in conclusory fashion that the District unlawfully interfered with members handing out union material to parents during back to school night. SEIU alleged that an “unknown Special Education Coordinator” was “observing employees” and “visibly using a walkie-talkie” while “paying very close attention” to employees. Given that PERB authority related to unlawful surveillance holds that the mere observation of open, public union activity on or near the employer’s property does not constitute unlawful surveillance, this Unfair Practice Charge fails to establish any violation of the Educational Employment Relations Act (“EERA”).

3. On or about September 27, 2022, SEIU filed an Unfair Practice Charge, case number LA-CE-6745-E against LAUSD alleging that SEIU requested release time for a truck driver to participate in a negotiation session and that the District refused to allow the release time. In actuality, the District never refused to allow the release time, and instead, there was an unforeseen miscommunication. The District did authorize the release time, but due to the supervisor’s absence, the work site did not see the release request in time. Moreover, the employee did not comply with the requirements to inform the school site of his planned absence and to verify whether the school site received his release request. This Unfair Practice Charge fails to establish any violation of EERA.

4. On or about October 11, 2022, SEIU filed an Unfair Practice Charge, case number LA-CE-6751-E against LAUSD alleging that the District unilaterally made changes to acceleration days without meeting and conferring with them in good faith. The acceleration days are not within the scope of representation because they are optional workdays, and if SEIU



1 voluntarily chose to work those optional work days, they would receive their regular rate of  
2 compensation. This Unfair Practice Charge fails to establish any violation of EERA.

3 5. On or about October 12, 2022, SEIU filed an Unfair Practice Charge, case number  
4 LA-CE-6752-E against LAUSD alleging that the District previously permitted site administrators  
5 to offer Community Representatives from Unit G eight hour shifts and that the District changed  
6 the policy on September 2022 by grandfathering current eight hour employees but ending further  
7 eight hour schedules without meeting and conferring with SEIU. The collective bargaining  
8 agreement (“CBA”) between the parties holds that “[e]mployees’ daily hours of work and work  
9 schedules shall be established at the discretion of the District to meet District operational needs,”  
10 and “[n]othing contained herein shall be construed as a guarantee by the District of a certain  
11 number of paid hours per day or days per week.” Pursuant to the clear and unambiguous terms of  
12 the parties’ CBA, the District, through its site administrators, has the sole discretion to establish  
13 work hours for Unit G employees, which is what occurred in this matter. This Unfair Practice  
14 Charge fails to establish any violation of EERA.

15 6. On or about October 19, 2022, SEIU filed an Unfair Practice Charge, case number  
16 LA-CE-6756-E against LAUSD alleging that on October 12, 2022, SEIU’s representative Rosa  
17 Perasa Martines was denied access to campus/staff lounge bulletin board at 75th St. Elementary  
18 when Principal Nancy Lovette called school police because the representative had not signed in  
19 with the front office. The CBA provides that to gain access to campus, a representative must  
20 report to the principal’s office and state the intended purpose and length of the visit. Prior to  
21 entering campus, Perasa Martines signed in at the school entrance designated for parents to sign  
22 in, but failed to check in with the site administrator and provide the purpose and length of the  
23 intended visit in violation of the CBA. When Principal Lovette asked her questions, Perasa  
24 Martines became obstreperous and Principal Lovette felt it necessary to contact law enforcement.  
25 This Unfair Practice Charge fails to establish any violation of EERA.

26 7. On or about October 24, 2022, SEIU filed an Unfair Practice Charge, case number  
27 LA-CE-6757-E against LAUSD alleging that the District has long had committees to determine  
28 cause(s) of accidents with members from both LAUSD and the union and that in October 2022,

1 the District unilaterally forbade union stewards—along with employees in supervisory positions,  
2 state-certified instructor positions, and delegated trainer positions—from being members of a new  
3 committee. The committee at issue is outside the scope of any District obligation to meet and  
4 confer. The subject matter discussed by the committee – accident review and safety measures – is  
5 specifically reserved as a District right under the CBA. The committee is tasked with re-  
6 evaluating the preventability of accidents after investigation and, potentially, correction or  
7 discipline of employees. The decision to exclude union shop stewards—along with employees in  
8 supervisory positions, state-certified instructor positions, and delegated trainer positions—from  
9 membership on the advisory committee was required by business necessity to ensure that  
10 committee members were unbiased and were not in a position to have received information about  
11 the subject matters discussed as a result of representation of individual SEIU members, as shop  
12 stewards commonly do (as do employees in supervisory positions, state-certified instructor  
13 positions, and delegated trainer positions for different reasons). Moreover, LA-CE-6757-E is  
14 merely a re-hash of a 2018 Unfair Practice Charge, LA-CE-6347-E which was filed on April 20,  
15 2018 and withdrawn on May 15, 2018. The 2018 Charge (LA-CE-6347-E) was filed during a  
16 time when SEIU99 was publicly announcing its intention to conduct a 24-hour unfair labor  
17 practice strike. This Unfair Practice Charge fails to establish any violation of EERA.

18 8. On or about October 25, 2022, SEIU filed an Unfair Practice Charge, case number  
19 LA-CE-6758-E against LAUSD alleging that an employee, Lori Oshiro, was conducting union  
20 business at CTC-West on September 28, 2022, such as providing union literature, T-shirts and  
21 information regarding acceleration days during work hours, and site administration received  
22 complaints from other employees that they were bothered by Oshiro’s activities. Assistant  
23 Principal Miriam Eden directed Oshiro not to engage in union activities during work hours. On  
24 October 6, 2022, Oshiro again engaged in union business during work hours and site  
25 administration again received complaints from employees. Assistant Principal Eden again spoke  
26 to Oshiro, who claimed that she was on her break. Assistant Principal Eden told Oshiro that the  
27 employees with whom she was engaging were on duty when Oshiro was discussing union  
28 business, and she directed Oshiro to confine such discussions to times when all employees were

1 off duty or on scheduled breaks. Well-established case authority provides that employees and  
2 union representatives may not engage in union business during work hours. This Unfair Practice  
3 Charge fails to establish any violation of EERA.

4 9. On or about October 26, 2022, SEIU filed an Unfair Practice Charge, case number  
5 LA-CE-6759-E against LAUSD alleging that the District has vending machines in staff lounges  
6 and in August 2022, the District unilaterally increased the price of items in machines without  
7 bargaining with SEIU. The vending machines are exclusively provided by and serviced by an  
8 outside vendor and LAUSD has no control over the prices charged for items in the machines, and  
9 thus, had no duty to bargain with SEIU. This Unfair Practice Charge fails to establish any  
10 violation of EERA.

11 10. On or about November 15, 2022, SEIU filed an Unfair Practice Charge, case  
12 number LA-CE-6763-E against LAUSD alleging that on July 18, 2022 and August 29, 2022,  
13 SEIU requested contracts regarding Behavior Implementation Intervention Services and  
14 Transportation, respectively, to Labor Relations and that the District failed to produce the  
15 requested documents. SEIU and the District were in ongoing communications related to the  
16 requests from the time that they were made until the filing of the Unfair Practice Charge.  
17 Documents were produced to SEIU on December 19, 2022 and SEIU was asked to inform the  
18 District if the production was inadequate or deficient. This Unfair Practice Charge fails to  
19 establish any violation of EERA.

20 11. On or about December 29, 2022, SEIU filed an Unfair Practice Charge, case  
21 number LA-CE-6765-E against LAUSD alleging that Manual Arts High School Building and  
22 Grounds Worker, Edna Logan, attended numerous and various bargaining sessions and committee  
23 meetings in 2022 all via release time. However, her supervisor, Assistant Plant Manager, Jaime  
24 Serrato, issued her a “needs improvement” evaluation regarding her absences, stating that the  
25 rating was for “absences due to union meetings once or twice a week.”

26 12. On or about January 24, 2023, SEIU filed an Unfair Practice Charge, case number  
27 LA-CE-6769-E against LAUSD alleging that Special Education Assistant Elizabeth Thomas-  
28 Parker who also serves as Local 99’s Vice President, was discriminated against, interrogated and

1 coerced because of her union activities. Thomas-Parker alleged that she was given a “contract”  
2 for a position as a Baseline Special Education Assistant at White Point Elementary, but that when  
3 she arrived at the campus, she was told that was assigned as a 1:1 Special Education Assistant.  
4 There was no record of such an assignment, nor documentation supporting the existence of a  
5 “contract” for such an assignment as alleged by Thomas-Parker. Principal Corley informed  
6 Thomas-Parker that White Point needed a 1:1 Special Education Assistant, but Thomas-Parker  
7 rejected the assignment, saying that the duties were too physically demanding—despite the duties  
8 being squarely in the job description of her job classification. Thomas-Parker was visibly upset  
9 with Principal Corley, and she believed, without any evidence, that her assignment was changed  
10 due to her union activities. After Principal Corley received reports from staff that Thomas-Parker  
11 was asking them questions during work hours, Principal Corley spoke with Thomas-Parker and  
12 asked whether there was any information that she needed to know. Thomas-Parker responded that  
13 she was doing her job as an elected union representative in investigating potential unfair labor  
14 practices. Corley informed Thomas-Parker that union activity should not be conducted during  
15 work hours. This Unfair Practice Charge fails to establish any violation of EERA.

16 13. On or about February 3, 2023, SEIU filed an Unfair Practice Charge, case number  
17 LA-CE-6773-E against LAUSD alleging that Saturn Street Elementary School groundskeeper  
18 George Armstrong was discriminated and retaliated against by Principal Mark Ussery for having  
19 an SEIU representative, Margaret Williams, come to the campus and conduct a strike vote on the  
20 school site. SEIU alleged that after Ms. Williams appeared on campus in late January 2023, and  
21 after Armstrong cast his vote, Armstrong was told by his supervisor, Sherman Turner, that  
22 Principal Ussery had directed Turner to “subject Mr. Armstrong to more onerous working  
23 conditions in retaliation for allegedly calling Ms. Williams and the union.” SEIU further alleged  
24 that Turner told Armstrong that Principal Ussery wanted Turner to “intently review all of Mr.  
25 Armstrong’s work assignments every day” going forward. The District denies these allegations  
26 and asserts that any change in duties or scope of work was based on a legitimate business  
27 necessity.

28 ///

1           14.     On or about February 22, 2023, SEIU filed an Unfair Practice Charge, case  
2     number LA-CE-6781-E against LAUSD alleging that union representative, Elizabeth Hernandez,  
3     visited Griffin Street Elementary School on February 8, 2022 to conduct a strike vote and speak  
4     to employees about union membership. The Assistant Principal allowed Ms. Hernandez to set up  
5     in the staff lounge. There, she noticed a union bulletin board with outdated papers pinned to the  
6     board. Principal Ruben Rios approved Ms. Hernandez's request to remove/replace the papers;  
7     however, a few minutes later, Mr. Rios returned to the lounge and removed the papers himself  
8     while Ms. Hernandez spoke with employees about the strike vote and union membership.  
9     Throughout the rest of the morning, Mr. Rios returned to the lounge/voting area to allegedly find  
10    out who was voting and what union business was being discussed. SEIU alleged that the District,  
11    through Rios, surveilled and illegally interfered with union activities. The District contends that  
12    Mr. Rios's presence was based on legitimate business reasons and not based on any intent to  
13    surveil or interfere with union activity.

14           15.     On or about February 28, 2023, SEIU filed an Unfair Practice Charge, case  
15    number LA-CE-6783-E against LAUSD alleging that on January 31, 2023, Daniel Elash was at  
16    Buchanan Elementary School to set up a polling station for a strike vote. While there, he noticed  
17    a stack of boxes placed in front of the union's bulletin board blocking its contents. Without any  
18    evidence, SEIU alleged the boxes were placed there intentionally to impede the union's access to  
19    the bulletin board. On February 8, 2023, Michael Lassett visited Hawaiian Elementary School to  
20    set up a polling station and noticed a cart of lunch trays blocking the union's bulletin board.  
21    Without any evidence, SEIU alleged the cart of trays was placed there intentionally. The District  
22    contends that if the boxes and tray carts were near the union bulletin boards, they were not placed  
23    there intentionally to interfere or obstruct union activity, but instead were placed there  
24    temporarily to be moved.

25           16.     On or about March 9, 2023, SEIU filed an Unfair Practice Charge, case number  
26    LA-CE-6786-E against LAUSD alleging that on January 30, 2023, the union held an in-person  
27    strike vote at Pacoima Middle School. Adriana Ruiz – a cafeteria worker – was having a meal  
28    with her colleagues in the cafeteria near the polling station at around 9:30 a.m. While eating and

1 discussing the vote and potential strike with her coworkers, Ruiz noticed Cafeteria Manager,  
2 Felipe Almos “[staring] at them intently from across the cafeteria.” When Almos approached,  
3 Ruiz handed him a pamphlet detailing that employers may not intimidate union employees.  
4 Almos allegedly crumpled up the pamphlet and asked Ruiz how she voted in the strike vote.  
5 Later that day, Almos purportedly locked the cafeteria door to prevent employees from  
6 participating in the strike vote. SEIU alleges that at least one employee who attempted to enter  
7 the cafeteria about an hour later was unable to cast his vote. The District denies that Almos  
8 engaged in the alleged conduct.

9 17. On or about March 14, 2023, SEIU filed an Unfair Practice Charge, case number  
10 LA-CE-6789-E against LAUSD alleging that on January 25, 2023, Special Education Assistant  
11 Jennifer Garcia was helping coordinate a union vote at Dyer Street Elementary School, and was  
12 questioned by the site’s office manager as to whether Garcia had received permission from the  
13 site administrator to place election materials near the school’s sign-in desk. SEIU alleged this  
14 inquiry interfered with the rights of employees and that the questions from the office manager  
15 were coercive and illegal interrogations. The District denies that the office manager is an agent of  
16 the District, and further denies any violation of EERA.

17 18. As of March 14, 2023, SEIU has filed a total of sixteen (16) unfair practice  
18 charges against the District, as described above. Twelve (12) SEIU unfair practice charges each  
19 involve a single incident involving one employee at a school site. The other four (4) SEIU unfair  
20 practice charges make conclusory allegations of unilateral change or failure to provide  
21 information.

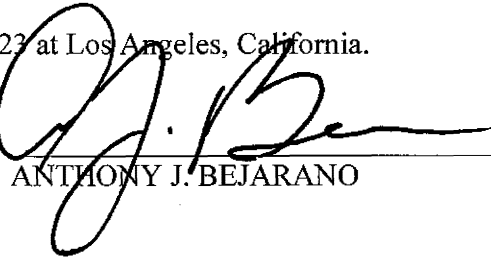
22 19. SEIU never filed a Request to Expedite nor sought any injunctive relief regarding  
23 any of its unfair practice charges against the District. To the contrary, first, on January 5, 2023,  
24 SEIU’s counsel, Daniel Rojas, asked my office if LAUSD was agreeable to postponing the  
25 informal settlement conference on one such charge set for January 11, 2023 in order to  
26 consolidate it with a conference that was scheduled for February 9, 2023. On January 6th,  
27 LAUSD agreed to SEIU’s request to consolidate the charges on and move forward with the  
28 February 9th Settlement Conference. Shortly thereafter, SEIU began to organize their strike vote.

1 On February 6th, three days before the scheduled settlement conference on the pending unfair  
2 practice complaints, SEIU's counsel, Daniel Rojas, again asked my office whether LAUSD was  
3 amenable to rescheduling the settlement conference and consolidating additional unfair labor  
4 practice complaints into one informal conference "to sometime in April 2023." Based on the  
5 parties' availability, the consolidated informal conference is scheduled for April 25, 2023.

6 Attached hereto as **Exhibit 1** is a true and correct copy of the email exchange among Daniel  
7 Rojas, PERB attorneys, and attorneys in my office regarding SEIU's request to consolidate and  
8 continue the informal conferences.

9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct.

11 Executed this 17th day of March, 2023 at Los Angeles, California.

12   
13 ANTHONY J. BEJARANO  
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# EXHIBIT 1



**From:** Daniel Rojas <drojas@rsglabor.com>

**Sent:** Thursday, February 16, 2023 11:47 AM

**To:** Bejarano, Anthony <anthony.bejarano@lausd.net>

**Cc:** Alimi, Nazli <nazli.alimi@lausd.net>; Wagner, Jacqueline <jacquiline.wagner@lausd.net>; Grable, Adam <adam.grable@lausd.net>; Brendan P. White <Brendan.White@perb.ca.gov>; Yaron Partovi <yaron.partovi@perb.ca.gov>; gabriel.orea@perb.ca.gov; Diana Suarez <diana.suarez@perb.ca.gov>; ewu@dwkesq.com

**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

**CAUTION: EXTERNAL EMAIL**

Sounds good. To clarify, these are the charges I believe we are currently seeking to consolidate into one informal settlement conference (please correct me if I am missing any):

LA-CE-6744-E

LA-CE-6745-E

LA-CE-6752-E

LA-CE-6756-E

LA-CE-6757-E

LA-CE-6758-E

LA-CE-6759-E

LA-CE-6763-E

Sincerely,  
Daniel

**From:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Sent:** Thursday, February 16, 2023 11:26 AM  
**To:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>  
**Cc:** Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>; Wagner, Jacqueline <[jacquiline.wagner@lausd.net](mailto:jacquiline.wagner@lausd.net)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>; Yaron Partovi <[yaron.partovi@perb.ca.gov](mailto:yaron.partovi@perb.ca.gov)>; [gabriel.orea@perb.ca.gov](mailto:gabriel.orea@perb.ca.gov)  
**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

Daniel,

Let's just go ahead and consolidate so that we can get the most effective use of the informal conference. I suspect that the resolution of these ULP's is less impacted by the specific facts of each charge, but instead is tied to the current climate of the bargaining relationship between the parties.

**Anthony J. Bejarano**  
**Associate General Counsel**  
**LAUSD, Office of General Counsel**  
**333 South Beaudry Avenue, 20th Floor**  
**Los Angeles, California 90017**  
**Phone: (213) 241-7608**  
**Fax: (213) 241-3308**  
**E-mail: [anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)**

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**From:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>  
**Sent:** Thursday, February 16, 2023 11:16 AM  
**To:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Cc:** Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>; Wagner, Jacqueline <[jacquiline.wagner@lausd.net](mailto:jacquiline.wagner@lausd.net)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>; Yaron Partovi <[yaron.partovi@perb.ca.gov](mailto:yaron.partovi@perb.ca.gov)>; [gabriel.orea@perb.ca.gov](mailto:gabriel.orea@perb.ca.gov)  
**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

**CAUTION: EXTERNAL EMAIL**

All,

I'm writing to ask whether the District is agreeable to adding LA-CE-6763-E to the agenda for the informal settlement conference we hope to reschedule for April 25. This is in addition to our pending request to add LA-CE-6759 to the agenda for April 25.

Separately, Brendan, are you available on April 25 for an informal settlement conference for, at minimum, the charges referenced in the subject line of this e-mail?

Thank you,  
Daniel

**From:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Sent:** Tuesday, February 14, 2023 7:07 PM  
**To:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>  
**Cc:** Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>; Wagner, Jacqueline <[jacquiline.wagner@lausd.net](mailto:jacquiline.wagner@lausd.net)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>  
**Subject:** Re: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

We are good for the 25th of April. Waiting on confirmation that we can combine the last one you sent.

**Anthony J. Bejarano**  
**Associate General Counsel**  
**LAUSD, Office of General Counsel**  
**333 South Beaudry Avenue, 20th Floor**  
**Los Angeles, California 90017**  
**Phone: (213) 241-7608**  
**Fax: (213) 241-3308**  
**E-mail: [anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)**

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Sent from my iPhone

On Feb 13, 2023, at 3:44 PM, Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)> wrote:

Daniel,

I'm trying to get consensus for the 25<sup>th</sup>. In the event I cannot, would SEIU be amenable to May 5<sup>th</sup>?

Anthony J. Bejarano  
Associate General Counsel  
LAUSD, Office of General Counsel  
333 South Beaudry Avenue, 20th Floor  
Los Angeles, California 90017  
Phone: (213) 241-7608  
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E-mail: [anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)



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**From:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>  
**Sent:** Monday, February 13, 2023 2:55 PM  
**To:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Cc:** Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>; Wagner, Jacqueline <[jacquiline.wagner@lausd.net](mailto:jacquiline.wagner@lausd.net)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>  
**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

**CAUTION: EXTERNAL EMAIL**

Would either April 24, 25 or 26 work for LAUSD? If so, any preference between those options?

Thanks,  
Daniel

**From:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Sent:** Wednesday, February 8, 2023 12:53 PM  
**To:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>  
**Cc:** Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>; Wagner, Jacqueline <[jacquiline.wagner@lausd.net](mailto:jacquiline.wagner@lausd.net)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>  
**Subject:** FW: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-

CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

Daniel,

Feel free to send us some proposed dates for April after the 10th for the conference so we can all check our calendars over here.

Anthony J. Bejarano  
Associate General Counsel  
LAUSD, Office of General Counsel  
333 South Beaudry Avenue, 20th Floor  
Los Angeles, California 90017  
Phone: (213) 241-7608  
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E-mail: [anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)



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**From:** Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>  
**Sent:** Tuesday, February 7, 2023 9:43 AM  
**To:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>; Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>  
**Cc:** Mary Weiss <[Mary.Weiss@perb.ca.gov](mailto:Mary.Weiss@perb.ca.gov)>  
**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

**CAUTION: EXTERNAL EMAIL**

Thanks for your response. This week's scheduled informal conference is now off calendar. I am currently available every day after April 10th, so please confer and let me know what date the parties prefer. Thanks again.

Brendan

**From:** Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Sent:** Tuesday, February 07, 2023 9:41 AM  
**To:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>; Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Alimi, Nazli

<nazli.alimi@lausd.net>

**Cc:** Mary Weiss <Mary.Weiss@perb.ca.gov>

**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

Daniel,

My client is agreeable to rescheduling these joint conferences to April. The only request is that it be after April 10<sup>th</sup>.

Anthony J. Bejarano  
Associate General Counsel  
LAUSD, Office of General Counsel  
333 South Beaudry Avenue, 20th Floor  
Los Angeles, California 90017  
Phone: (213) 241-7608  
Fax: (213) 241-3308  
E-mail: [anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)



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**From:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>

**Sent:** Monday, February 6, 2023 4:41 PM

**To:** Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>; Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>; Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>

**Cc:** Mary Weiss <[Mary.Weiss@perb.ca.gov](mailto:Mary.Weiss@perb.ca.gov)>

**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

**CAUTION: EXTERNAL EMAIL**

All,

I apologize for the short notice, but I'm writing to ask whether LAUSD would be amenable to rescheduling the informal settlement conference currently scheduled for February 9, 2023 to sometime in April 2023. If so, let me know as soon as possible.

Sincerely,

Daniel

**From:** Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>  
**Sent:** Friday, January 6, 2023 9:45 AM  
**To:** Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>;  
Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Cc:** Mary Weiss <[Mary.Weiss@perb.ca.gov](mailto:Mary.Weiss@perb.ca.gov)>  
**Subject:** RE: [EXT] LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

Thanks everyone. I'll go ahead and reschedule next week's conference for February 9th, and we'll combine all these cases into one mediation. A new notice to that effect will go out later today. I'll touch bases with each party the week before our Feb conference. Until then, please let me know if there's anything I can do to assist you in reaching a resolution of these or other matters.

Yours,

Brendan

Brendan P. White  
PUBLIC EMPLOYMENT RELATIONS BOARD  
(916) 297-1415

**From:** Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>  
**Sent:** Friday, January 06, 2023 7:29 AM  
**To:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>; Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>  
**Cc:** Brendan P. White <[Brendan.White@perb.ca.gov](mailto:Brendan.White@perb.ca.gov)>; Mary Weiss <[Mary.Weiss@perb.ca.gov](mailto:Mary.Weiss@perb.ca.gov)>  
**Subject:** RE: LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

Daniel,

The District is okay with consolidating the two UPC's for the February 9, 2023 Informal Conference. I have included Mary Weiss on this email since she is the one assigned to my UPC (LA-CE-6752-E) that is currently set for February 9, 2023.

Very Truly Yours,

Adam A. Grable  
Assistant General Counsel II

LAUSD, Office of the General Counsel  
333 South Beaudry Avenue, 20th Floor  
Los Angeles, California 90017  
Phone: (213) 241-7600  
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**From:** Daniel Rojas <[drojas@rsglabor.com](mailto:drojas@rsglabor.com)>

**Sent:** Thursday, January 5, 2023 5:07 PM

**To:** Grable, Adam <[adam.grable@lausd.net](mailto:adam.grable@lausd.net)>; Bejarano, Anthony <[anthony.bejarano@lausd.net](mailto:anthony.bejarano@lausd.net)>; Alimi, Nazli <[nazli.alimi@lausd.net](mailto:nazli.alimi@lausd.net)>; Wagner, Jacqueline <[jacquiline.wagner@lausd.net](mailto:jacquiline.wagner@lausd.net)>

**Cc:** [brendan.white@perb.ca.gov](mailto:brendan.white@perb.ca.gov)

**Subject:** LAUSD v. SEIU Local 99 (Case Nos. LA-CE-6744-E; LA-CE-6745-E; LA-CE-6756-E; LA-CE-6752-E; LA-CE-6757-E) - PERB Informal Settlement Conferences

**CAUTION: EXTERNAL EMAIL**

All,

I'm writing to ask if LAUSD is agreeable to vacating and postponing the informal settlement conference that is currently scheduled for January 11, 2023 for the purpose of consolidating it with the informal settlement conference that is already scheduled for February 9, 2023. Local 99 believes that consolidating the two settlement conferences and scheduling them for February would be a better use of the parties' resources.

I have already spoken to Brendan White at PERB and he confirmed that PERB would be okay with accommodating this request.

Thank you in advance for any feedback you can provide concerning this.

Sincerely,  
Daniel B. Rojas  
Rothner, Segall & Greenstone  
510 S. Marengo Avenue  
Pasadena, CA 91101  
phone: 626.796.7555 ext. 132  
direct: 626.593.1555



fax: 626.577.0124  
website: [rsglabor.com](http://rsglabor.com)  
e-mail: [drojas@rsglabor.com](mailto:drojas@rsglabor.com)

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 444 W. Ocean Blvd., Suite 1070, Long Beach, CA 90802.

On the date set forth below I served the foregoing document described as **UNFAIR PRACTICE CHARGE AND LOS ANGELES UNIFIED SCHOOL DISTRICT'S PETITION FOR INJUNCTIVE RELIEF** on interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

- ☐ (VIA U.S. MAIL) I caused such document to be placed in the U.S. Mail at Long Beach, California with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ (VIA U.S. MAIL/REGISTERED/CERTIFIED) I caused such document to be placed in the U.S. Mail at Long Beach, California with postage thereon fully prepaid to cover the cost of certified mailing, attaching a registration number for the certified mailing and a postcard complete with the addressee's name and address for a return receipt as requested. I am "readily familiar" with the practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ (VIA FACSIMILE) I caused such document to be transmitted via facsimile to the addressee from the facsimile machine of DANNIS WOLIVER KELLEY whose phone number is 562.366.8505. The transmission by facsimile was reported as complete and without error.
- ☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.
- ☐ (VIA OVERNIGHT MAIL) I caused such envelope to be deposited at an authorized "drop off" box on that same day with delivery fees fully provided for at 444 W. Ocean Blvd., Suite 1070, Long Beach, CA 90802, in the ordinary course of business.
- ☒ (VIA ELECTRONIC SERVICE) [Code Civ. Proc. Sec. 1010.6; CRC 2.251] by electronic mailing a true and correct copy through DANNIS WOLIVER KELLEY's electronic mail system from tsilva@DWKesq.com to the email address(es) set forth above, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6 and CRC Rule 2.251. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 17, 2023 at Long Beach, California.

  
Tiana A. Silva

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Service List  
Attorney for SEIU

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Rothner, Segall, and Greenstone  
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VIA EMAIL