STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

TEAMSTERS LOCAL 2010, Charging Party, v. REGENTS OF THE UNIVERSITY OF CALIFORNIA, Respondent.	Case No. SF-CE-1339-H PERB Decision No. 2884-H December 6, 2023

Appearances: Beeson, Tayer & Bodine by Susan K. Garea, Attorney, for Teamsters Local 2010; Sloan Sakai Yeung & Wong by Timothy G. Yeung and Sochie L. Graham, Attorneys, for Regents of the University of California.

Before Banks, Chair; Krantz and Paulson, Members.

DECISION

KRANTZ, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions by Charging Party Teamsters Local 2010 (Teamsters) to a proposed decision of an administrative law judge (ALJ). The dispute, which involves employees of Respondent Regents of the University of California working in the Administrative Officer II (AO2) classification, centers on AO2s' eligibility for performance-based and achievement-based bonus payments pursuant to incentive award programs (IAPs) at three University medical centers.

As of 2018, the AO2 classification was not in a bargaining unit, and AO2s were unrepresented. Teamsters filed a unit modification petition seeking to add AO2s to a Teamsters-represented bargaining unit of clerical and allied services employees at the

University.[1] After PERB granted the petition in October 2020, the parties began bargaining over post-accretion issues. At that time, a 2017-2022 collective bargaining agreement (CBA) covered clerical unit classifications throughout all University campuses and medical centers, and the parties mutually acknowledged that AO2s were eligible for an across-the-board wage increase that the CBA required in fiscal year 2021-2022. However, the current dispute arose during post-accretion bargaining when the University's Davis Medical Center (UCDMC), Irvine Medical Center (UCIMC), and San Francisco Medical Center (UCSFMC) changed AO2s' IAP eligibility. The medical centers relied on a CBA provision that tied clerical employees' IAP eligibility to that of other represented employees.

The complaint includes two primary claims challenging the above conduct. Specifically, the complaint alleges that the University unilaterally changed the status quo and discriminated against employees for protected activity in violation of the Higher Education Employer-Employee Relations Act (HEERA).[2] The ALJ found in the University's favor as to each claim. Teamsters seeks reversal on both counts, while the University urges us to affirm the proposed decision.

Having considered the matter de novo, we dismiss both claims, holding as follows. After a mid-CBA accretion, the parties have a mutual duty to bargain over terms and conditions of employment for the newly added employees. Depending on the length of such bargaining, one or more of the employer's regular wage adjustment

[1] For brevity, we refer to the bargaining unit as the "clerical" unit, and we use the word "accretion" to mean a unit modification that adds employees to a unit.

[2] HEERA is codified at Government Code section 3560 et seq.

cycles may occur before post-accretion negotiations are complete. To maintain the status quo in a wage adjustment cycle that occurs during post-accretion negotiations, the employer must normally afford newly added employees all CBA-mandated wage adjustments. However, if it is unclear how one or more of the CBA's adjustments apply to the newly added employees, then the status quo for that cycle is the adjustments the newly added employees would have received had they remained unrepresented. Here, it was sufficiently clear how to apply the CBA's 2021-2022 wage adjustments, and the University correctly implemented both the across-the-board increase and the CBA's IAP provision. Finally, we dismiss the complaint's narrow discrimination claim, which targets only the medical centers' decision to bring AO2s in line with the clerical unit.

FACTUAL AND PROCEDURAL BACKGROUND

There are no exceptions to the ALJ's factual findings, which we summarize and supplement to include the facts relevant to our analysis.

I. The University's Wage Structures

At all relevant times, Article 45 of the parties' CBA has covered wages. Under this article, each clerical unit classification at a given campus or medical center has a negotiated wage range that is divided into discrete steps. In contrast, prior to and as of the date that AO2s joined the clerical unit, their classification wage range was a continuous one, viz., not divided into discrete steps.

The University operates on fiscal years that run from July 1 through June 30. In collective bargaining for the clerical unit, Teamsters and the University typically bargain over one or more types of wage adjustments for a given fiscal year, including

across-the-board increases and/or step increases. An across-the-board increase moves the entire wage range upward, including the pay rate of each step in the range, but such an increase does not move employees from one step to the next. A step increase, on the other hand, moves incumbent employees upward by one step, while making no change to the wage range and the steps therein.[3]

In the 2017-2022 CBA, Article 45 did not provide for step increases. Instead, the CBA provided a $1,200 lump-sum non-base building wage payment and six separate across-the-board increases during the CBA's term. Specifically, the CBA mandated a three-percent across-the-board increase effective the first pay period after ratification, plus five additional three-percent across-the-board increases on July 1 of 2017, 2018, 2019, 2020, and 2021.

Furthermore, Article 45, section A(7) addressed IAPs. This provision granted the University the right to "continue, create, modify or abolish" IAPs on either a systemwide basis or at any location, provided that clerical unit employees must be eligible for participation to the same extent as other represented employees. Outside of this provision, the CBA did not address IAPs.

The proposed decision recounted the plan documents setting forth IAP eligibility at the medical centers. To resolve the claims before us, the following salient facts are sufficient. The three medical centers each participated in a systemwide IAP called the

[3] While the parties' CBA also references "equity increases," that term can have different meanings in different contexts. For instance, an equity increase can be a negotiated across-the-board raise for a specific classification to address market pressure or other inequities. Alternatively, individual employees or their supervisors may ask human resources to review equity considerations and grant step increases, temporary extra stipends, or other adjustments as warranted.

Clinical Enterprise Management Recognition Plan 2 (CEMRP2), though with significant variation from medical center to medical center. All three medical centers normally distribute IAP bonuses each fall, reflecting achievement or performance in the prior fiscal year. Each medical center's IAP treated represented and unrepresented employees differently in the types of performance or achievement measured and in the types of bonuses available, with unrepresented employees having more favorable bonus terms.[4] The record does not show the origin or history of represented and unrepresented employees being treated differently under the medical center IAPs and CBA Article 45.

II. Teamsters' Accretion Petition and the Parties' Post-Accretion Negotiations

After Teamsters filed its accretion petition, a Board agent held a hearing on the petition in January 2020 and issued a proposed decision granting the petition in September 2020. When neither party filed exceptions before the deadline for doing so, the decision became final and binding on the parties a month later. The University complied with the order, adding AO2s to the clerical unit.

The parties soon commenced post-accretion negotiations. They mutually understood that even though the 2017-2022 CBA did not include any step increases, one necessary outcome of post-accretion negotiations was dividing the AO2 pay range at each location into discrete steps and placing incumbent AO2s on these steps. The parties also understood that AO2s would receive the across-the-board

[4] UCIMC and UCSFMC placed represented employees in a less remunerative CEMRP2 tier. UCDMC excluded represented employees from CEMRP2, and the record does not reflect what IAP plan (if any) applied to represented employees at UCDMC.

wage increase that the CBA required for fiscal year 2021-2022, in lieu of any wage increase that AO2s would have received that year had they remained unrepresented employees. Both parties saw this as required even though post-accretion bargaining was still underway when the pay increase became due on July 1, 2021.

Two disagreements over AO2 wages soon arose, however, leading Teamsters to file two unfair practice charges against the University. First, in July 2021, Teamsters filed PERB Case No. LA-CE-1365-H, alleging that a University medical center violated HEERA when it stopped processing most AO2s' equity increase requests after the accretion. The ALJ assigned to that case issued a proposed decision in Teamsters' favor. When neither party filed exceptions, that decision became final and binding on the parties as PERB Decision No. HO-U-1764-H (non-precedential).[5]

The parties' second dispute over AO2s is the one at issue here, involving their IAP participation. The following findings cover the key facets of the parties' bargaining about this issue during post-accretion negotiations: (1) In May 2021, the University proposed that, pursuant to the CBA's IAP provision, AO2s' IAP participation would match that of other clericals; (2) In August 2021, the University proposed temporarily grandfathering AO2s' IAP participation at UCSFMC, so that their eligibility would be unchanged for fall 2021 bonuses tied to fiscal year 2020-2021; (3) In September 2021, Teamsters counter-proposed that grandfathering should apply at all three medical centers and should be extended by a year, to include fiscal year 2021-2022;[6] (4) On

[5] We take administrative notice of PERB Decision No. HO-U-1764-H (non-precedential) and the record in Case No. LA-CE-1365-H.

[6] At times, the parties' references to fiscal years were ambiguous, where such references could mean either the fiscal year in which achievement is measured, or the

February 14, 2022, the University counter-proposed that the one-year grandfathering would be (and had been) extended to all three medical centers; (5) On an unknown date, Teamsters notified the University that it was no longer seeking to bargain over the IAP issue and instead would pursue this ULP; and (6) On February 14, 2022, Teamsters presented a proposal that did not mention IAPs.

On February 28, 2022, the parties settled their post-accretion bargaining. The agreement did not mention IAPs, and it noted the parties had not settled this case or the charge regarding equity review for AO2s (PERB Case No. LA-CE-1365-H). The agreement included terms that: (1) provided AO2s an $800 lump-sum non-base building wage payment; (2) divided the AO2 wage range at each location into discrete steps that were generally at least 2 percent apart from one another; (3) placed AO2s on the steps closest to, but not less than, their existing pay rates; and (4) provided AO2s with a one-step increase retroactive to January 1, 2022.[7]

The three medical centers removed AO2s from the IAP program tiers in which they had previously participated as unrepresented employees, effective with fall 2022 bonus payments corresponding to fiscal year 2021-2022.

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subsequent fiscal year in which employees receive any corresponding bonuses. We resolve such ambiguities by inferring the parties' apparent meaning, but these inferences do not impact the outcome.

[7] Recognizing that the parties had begun bargaining over a successor to the 2017-2022 CBA, the parties' post-accretion agreement specified that AO2s' January 2022 step increase would count as an offset against any general clerical unit step increase that the parties might negotiate for the 2021-2022 fiscal year.

III. The Parties' 2022-2026 CBA

The 2017-2022 CBA expired on March 31, 2022. The parties negotiated a successor CBA effective from October 22, 2022, through March 31, 2026.[8]

Article 45, section A(7) of the 2022-2026 CBA contains the same provision regarding IAPs as the prior CBA. There is no allegation before us that the University refused to bargain in good faith over section A(7) during those negotiations.

Article 45 of the 2022-2026 CBA provides employees with a lump-sum payment after ratification, further lump-sum payments for employees achieving 20 years' seniority, and various other adjustments, including: (1) equity increases for certain titles; (2) four across-the-board pay raises, effective on July 1 of 2022, 2023, 2024, and 2025; and (3) three step increases, effective on July 1 of 2023, 2024, and 2025.

The step increase provision in the 2022-2026 CBA contains an explicit agreement reflecting that the parties recognize new employee groups may join the unit mid-CBA, and if a newly added group has traditionally been subject to a continuous pay range rather than a step-based range, then it could be unclear how to afford those employees step increases scheduled to occur before post-accretion bargaining is complete. To address that situation, Article 45, section D(5) of the new CBA provides:

> "When a classification is accreted and a step increase is due while the parties are negotiating the accretion of the classification into the title. [*sic*] Those employees who are eligible for as step increase as provided under this section,

[8] We take permissive administrative notice of the 2022-2026 CBA, found at https://ucnet.universityofcalifornia.edu/labor/bargaining-units/cx/contract.html [as of December 6, 2023]. (See, e.g., *Bell v. City of Torrance* (1990) 226 Cal.App.3d 189, 192 fn. 2 [taking judicial notice of public sector collective bargaining agreement].)

shall receive a 2% wage adjustment as a proxy to the step increase."

IV. Procedural History

Teamsters filed this case in November 2021. After PERB's Office of General Counsel issued the complaint in this matter, the ALJ held a remote formal hearing in February 2023 and issued the proposed decision in June 2023.

DISCUSSION

When resolving exceptions to a proposed decision, the Board applies a de novo standard of review. (*City of San Ramon* (2018) PERB Decision No. 2571-M, p. 5.) However, the Board need not address alleged errors that would not affect the outcome. (*Ibid*.) Here, Part I addresses the complaint's unilateral change claim, while Part II addresses the discrimination claim.

I. Unilateral Change Analysis

To establish a prima facie case that a respondent employer made an unlawful unilateral change, a charging party union that exclusively represents a bargaining unit must prove that (1) the employer changed or deviated from the status quo; (2) the change or deviation concerned a matter within the scope of representation; (3) the change or deviation had a generalized effect or continuing impact on represented employees' terms or conditions of employment; and (4) the employer reached its decision without first providing adequate advance notice of the proposed change to the union and bargaining in good faith over the decision, at the union's request, until the parties reached an agreement or a lawful impasse. (*Bellflower Unified School District* (2021) PERB Decision No. 2796, p. 9.)

The outcome of the unilateral change claim in this case turns on correctly defining the University's duty to maintain the status quo during post-accretion negotiations. While the parties define this obligation differently from one another, both find at least partial support for their positions in *Baltimore Sun Co.* (2001) 335 NLRB 163 (*Baltimore Sun*).[9] There, the National Labor Relations Board held that an existing CBA should immediately apply to newly accreted employees, but parties must bargain over "how to apply" the CBA, "including the slotting of job titles into the existing wage scales, and any issues that are 'unique'" to the added employees. (*Id*. at p. 163.) The University argues that it followed *Baltimore Sun* by applying the CBA's wages article to AO2s, including the IAP provision, in fiscal year 2021-2022. Teamsters, on the other hand, cites *Baltimore Sun* (*id*. at p. 163, fn. 2) to argue that AO2s' prior coverage in different IAP tiers from clerical unit employees makes the IAP issue "unique" and therefore not covered by the CBA pending negotiations.

Baltimore Sun is persuasive to a degree, but there are multiple reasons why it serves only as an initial reference point that does not by itself fulfill the purposes of HEERA or resolve the parties' dispute. First, *Baltimore Sun* is ambiguous as a statement of what terms are subject to bargaining, and even less clear as to what

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[9] California public sector labor relations precedent frequently protects employee and union rights to a greater degree than does federal precedent governing private sector labor relations, and we accordingly consider federal precedent only for its potential persuasive value. (*The Accelerated Schools* (2023) PERB Decision No. 2855, pp. 20-31; *Operating Engineers Local Union No. 3 (Wagner et al.)* (2021) PERB Decision No. 2782-M, p. 9, fn. 10; *County of San Joaquin* (2021) PERB Decision No. 2761-M, pp. 24, 33, 45-48 & fn. 19; *City of Bellflower* (2020) PERB Order No. Ad-480-M, p. 11; accord *County of San Joaquin v. Public Employment Relations Bd.* (2022) 82 Cal.App.5th 1053, 1073; *Social Workers' Union, Local 535 v. Alameda County Welfare Dept.* (1974) 11 Cal.3d 382, 391.)

terms comprise the status quo pending negotiations. This is true, in part, because the word "unique" is open to a wide range of interpretation. Here, as noted, the parties relied on *Baltimore Sun* to reach opposite conclusions.

Furthermore, public sector collective bargaining is often quite protracted, in part because it may involve required or agreed-upon post-impasse mediation and/or factfinding that are less common in the private sector. Protracted post-accretion negotiations can lead to labor strife and instability if newly added employees' pay remains frozen or otherwise in limbo for an extended period while the amount of potential retroactive payment grows. This type of negative consequence has the potential to arise more frequently in the public sector not only because of the length of public sector negotiations, but also because accretions are more common in the public sector given that PERB's accretion precedent deviates significantly from federal law. (*County of Santa Clara* (2019) PERB Decision No. 2670-M, p. 28; *Regents of the University of California* (2017) PERB Order No. Ad-453-H, pp. 5-9, affd. *Regents of the University of California v. Public Employment Relations Bd.* (2020) 51 Cal.App.5th 159.) Lastly, public entities tend to differ from private entities in their wage structures and in their budget and wage adjustment cycles, making it particularly important to explain how such entities must implement post-accretion wage adjustments absent an agreement to the contrary.

Accordingly, we do not adopt *Baltimore Sun* in defining the parties' post-accretion obligations. Instead, the below analysis explains more tailored, fair, practicable, and understandable principles, which better promote stability, full communication, and harmonious labor relations.

California public sector employers typically adjust wages on a cyclical basis—most commonly upward, though budget crises can lead to wage freezes or reductions. After a mid-CBA accretion, the parties must bargain in good faith over employment terms for the newly added employees. Because tradeoffs among different issues are common, it is counterproductive—and would foster unnecessary uncertainty and litigation—to limit negotiations only to those issues that are "unique," whatever that term may mean. Rather, the parties are best in a position to know what post-accretion issues may be unique, unclear, interconnected, or otherwise significant enough that discussion should not await contract expiration. Indeed, the facts of this case well illustrate how different elements of wages are interrelated and should be bargained comprehensively; here, in mid-contract post-accretion bargaining, the parties in fact negotiated two wage adjustments (a step increase and a lump sum payment) that AO2s were not scheduled to receive as unrepresented employees and were not called for under the CBA then in effect. Limiting the post-accretion duty to bargain could have blocked such free exchange and the parties' resulting agreement. Thus, the bargaining obligation we clarify today is broader than *Baltimore Sun*'s vague formulation.[10]

[10] The proposed decision noted that when the Board granted a unit modification in *Palo Alto Unified School District* (1983) PERB Decision No. 352 (*Palo Alto*), it held that even if the unit modification required additional negotiations regarding newly added employees, this was a minimal burden because the employer could reject proposals that would modify terms for the unit's previously existing employees. (*Id*. at p. 5.) *Palo Alto* thus acknowledged that a unit modification can trigger bargaining over newly added employees, but such a negotiation is different from reopening an existing CBA for all employees.

The crux of the parties' dispute relates to the University's obligations with respect to AO2 wage adjustments. Initially, during the period in which Teamsters and the University litigated the accretion petition's merits, AO2s remained unrepresented. In that timeframe, the University had no bargaining obligation with respect to AO2s, but the University would have discriminated against protected activity had it used the pending unit modification petition as a reason to deny AO2s the wage adjustments due to them as unrepresented employees. (See, e.g., *Regents of the University of California* (1997) PERB Decision No. 1188-H, pp. 31 & 36 [University discriminated against protected activity by failing to implement wage adjustments for nonexclusively represented employees because representation petition was pending; as a remedy, University ordered to implement such adjustments retroactively].)

Once the University took no exceptions to the Board agent's proposed decision granting accretion, the University took on a bargaining obligation and with it the duty to maintain the status quo in each wage adjustment cycle. The default status quo at that stage, absent an agreement to different interim arrangements, is as follows. In each wage adjustment cycle, newly accreted employees must normally receive the wage adjustments called for in the applicable CBA, provided it is sufficiently clear how such wage adjustments apply to them. In those circumstances, the CBA's wage adjustments set the status quo. Here, the accretion took effect during the 2020-2021 fiscal year, and both parties concurred that AO2 wages should be adjusted like unrepresented employee wages for that year. The University correctly recognized that in the next wage adjustment cycle (fiscal year 2021-2022), the CBA superseded the wage adjustments that AO2s would have received had they remained unrepresented.

The University therefore maintained the status quo when It provided AO2s with the contractually required across-the-board increase while also shifting their IAP participation for fiscal year 2021-2022.[11]

In contrast, if it is legitimately unclear how to apply a CBA's wage adjustments to newly added employees during a wage adjustment cycle, the status quo is measured by the wage adjustments that would have applied to the newly added employees had they remained unrepresented.[12] This could be the case if a classification has a continuous wage range that is not divided into steps at the time of accretion, but the operative CBA requires a step increase. In this scenario, it may still be sufficiently clear how to apply the step increase if there is a past practice indicating how to apply a step increase or the parties anticipated the possibility and reached agreement on how to deal with it, as the University and Teamsters did in their 2022-2026 CBA. (See *ante* at pp. 8-9.)

The above principles are comparable to those that apply pending first contract negotiations after employees in a previously unrepresented unit become represented. In those circumstances, since it is clear that there is no CBA that defines any required wage adjustments, the status quo is measured by employees' previous expectation. (*Daily News of Los Angeles v. National Labor Relations Bd.* (D.C. Cir. 1996) 73 F.3d 406, 411-414 (*Daily News*), cited with approval in *County of Kern* (2018) PERB

[11] Because the equity review process at issue in SF-CE-1365-H was the same for both non-represented employees and clerical unit employees, the outcome of that case would have been the same irrespective of which set of arrangements prevail.

[12] While we see no reason that different principles would apply to terms other than wages, the only terms before us in this matter relate to wages.

Decision No. 2615-M, p. 7, fn. 6; *Liberty Telephone & Communication, Inc.* (1973) 204 NLRB 317, 318.)[13]

For these reasons, we dismiss the unilateral change claim.

II. Discrimination Analysis

To prove discrimination, a charging party must prove by a preponderance of the evidence that the respondent acted with an improper motive, intent, or purpose. (*Contra Costa Fire Protection District* (2019) PERB Decision No. 2632-M. p. 40 (*Contra Costa*).) A charging party may do so using either of two frameworks.

First, under the framework set forth in *Novato Unified School District* (1982) PERB Decision No. 210 and its progeny, the charging party's prima facie case requires each of four elements: (1) one or more employees engaged in activity protected by a labor relations statute that PERB enforces; (2) the respondent had knowledge of such protected activity; (3) the respondent took adverse action against one or more employees; and (4) the respondent took the adverse action "because of" the protected activity, which PERB interprets to mean that the protected activity was a substantial or motivating cause of the adverse action. (*City and County of San Francisco* (2020) PERB Decision No. 2712-M, p. 15.) If the charging party establishes

[13] Employees may have an established expectation that must be honored pending negotiations even if they cannot know the exact wage adjustments that they are likely to receive, such as when an employer runs a merit-based wage adjustment program that involves individualized performance assessments. (*Daily News*, *supra*, 73 F.3d 406, 412-413; see also *California State Employees Assn. v. Public Employment Relations Bd.* (1996) 51 Cal.App.4th 923, 937-939 [to maintain status quo after contract expiration, employer required to continue established practice of annually reviewing employees' performance and awarding merit increases pursuant to a merit increase framework].)

a prima facie case but the evidence also reveals a non-discriminatory reason for the employer's decision, the respondent may prove, by a preponderance of the evidence as an affirmative defense, that it would have taken the exact same action even absent protected activity. (*Ibid*.) In such "mixed motive" or "dual motive" cases, the question becomes whether the adverse action would not have occurred "but for" the protected activity. (*Id.* at p. 16.)

Alternatively, if conduct facially discriminates based on protected activity, that is "discrimination in its simplest form," and PERB may infer unlawful discrimination without further evidence of motive. (*County of San Joaquin*, *supra*, PERB Decision No. 2761-M, p. 27; *Los Angeles County Superior Court* (2018) PERB Decision No. 2566-C, p. 14 (*LA Superior Court*).) Common examples of facial discrimination include: (1) providing different pay, benefits, or other working conditions based explicitly on union membership or other protected activity; and (2) changing policies in response to protected activity. (*City of Yuba City* (2018) PERB Decision No. 2603-M, pp. 10-11 (*Yuba City*).) The conduct at issue may, but need not, involve disparate conduct toward different employee groups. (*Regents of the University of California (Berkeley)* (2018) PERB Decision No. 2610-H, p. 81; *LA Superior Court*, *supra*, PERB Decision No. 2566-C, p. 15.)

If an employer extends a benefit or increase to an unrepresented employee group while withholding it from a represented employee group (or vice versa), that can establish discrimination under either or both above standards, unless the difference is legitimately based on a non-discriminatory business reason. (*Contra Costa*, *supra*, PERB Decision No. 2632-M, pp. 41-42.) The employer has the burden to prove that

the difference is based on a non-discriminatory reason, which may include differing skills, qualifications, or duties, market pressures, promotional incentives, or lawful collective bargaining in which a union has exerted pressure to achieve better terms than other employee groups, traded one benefit for another, or rejected a nondiscriminatory offer and thereby fallen behind other groups. (*Id*. at pp. 38-42 & 51-52; *Yuba City*, *supra*, PERB Decision No. 2603-M, pp. 11-13; *LA Superior Court*, *supra*, PERB Decision No. 2566-C, pp. 15-17.)

Here, the complaint narrowly alleges discrimination only as to the three medical centers treating AO2s the same as all other clerical employees for IAP purposes. The complaint does not allege any broader discrimination claim challenging disparate treatment of represented and unrepresented employees under the IAPs, nor does the complaint allege any such claim challenging the CBA's IAP provision and/or the University's conduct in bargaining over it. Moreover, the unalleged violation doctrine does not cover such potential claims, as the parties did not litigate the dispositive discrimination issues identified above. We therefore express no opinion as to such potential claims. We dismiss the narrow discrimination claim the complaint does allege, because Teamsters did not establish that UCDMC, UCIMC, and/or UCSFMC discriminated based on protected activity by bringing AO2s in line with other clerical employees for fiscal year 2021-2022.

ORDER

The complaint and underlying unfair practice charge in Case No. SF-CE-1339-H are DISMISSED.

Chair Banks and Member Paulson joined in this Decision.