



1705 Murchison Drive, Burlingame, CA 94010
phone 650.552.5425 // fax 650.552.5019
LEGAL DEPARTMENT

August 20, 2025

Via PERB ePortal

Ricardo Martinez, Regional Attorney
California Public Employment Relations Board
Los Angeles Regional Office
425 W. Broadway, Suite 400
Glendale, CA 91204-1269

Re: *Sierra Joint Community College District v. Sierra College Faculty Association*
PERB Unfair Practice Charge No. SA-CO-694-E
Respondents' Statement of Position in Response to **Amended** Unfair Practice Charge

Dear Regional Attorney Martinez,

The California Teachers Association ("CTA") Legal Department represents CTA and Sierra College Faculty Association ("SCFA"), Respondents in the above-captioned **Amended** Unfair Practice Charge filed by Charging Party Sierra Joint Community College District ("District").¹ On behalf of SCFA, I submit the following statement of position in response to Charging Party's Amended Unfair Practice Charge.

The Association incorporates by reference Respondent's Statement of Position in Response to the Unfair Practice Charge and supporting exhibits, which it filed on July 29, 2025.

The Association also adds the following response:

The Amended Charge adds paragraphs 15-17 to Section II.D and paragraphs 28-29 to Section IV, regarding an alleged "Violation of Collective Bargaining Agreement" and the *Roberts* lawsuit.² The District appears to argue, without stating directly, that the *Roberts* decision invalidated or held unlawful portions of the Parties' CBA, triggering the Savings Provision in Article I of the CBA and also triggering SCFA's obligation to bargain a replacement to the invalidated CBA provision. The District does not specify which portions of the CBA it believes to have been invalidated by the *Roberts* lawsuit. Nor does it attach the *Roberts* lawsuit or specify which portions of the *Roberts* court's February 2025 ruling affects the Parties' CBA.

¹ The District and SCFA are, collectively, the "Parties."

² See *Roberts v. Long Beach Community College District* (Filed April 4, 2022, Sup. Court, Los Angeles County) Case No. 22STCV11381. A copy of the ruling referenced in the Amended Charge is attached to Respondent's Original Position Statement as Exhibit A.

The District misrepresents the effect of the *Roberts* lawsuit. That case does not invalidate or hold unlawful any provisions of any collective bargaining agreement. It does not address a contractual dispute. It does not have any factual findings regarding any contractual provisions. The *Roberts* plaintiffs did not advance any contractual arguments. Instead, they brought three causes of action against the defendant community college district for violations of California's wage and hour laws: (1) unpaid minimum wages; (2) declaratory relief; and (3) a claim under California's Private Attorney General Act.³ (Respondent's Original Position Statement, Ex. A at p. 6.)

The plaintiffs in *Roberts* were part-time adjunct faculty at Long Beach Community College. They argued that the defendant community college district "suffer[ed] them to work teaching-related duties outside of classroom teaching time, and that such work is not and cannot be covered by the pay they receive for classroom teaching." (Respondent's Original Position Statement, Ex. A at p. 10.) They had "additional, outside-the-classroom duties relating to their course assignments" like grading, preparing syllabi, and communicating with students, but their contractual salaries provided an hourly rate "based on classroom teaching time only." (*Id.* at pp. 11-12.)

The *Roberts* court agreed with the plaintiffs and concluded that the defendant required the plaintiffs to perform additional, unpaid, out-of-the-classroom work. (*Id.* at p. 12.) The court also concluded that California's minimum wage laws apply to public community college districts and that the plaintiffs did not qualify for exempt status under the Industrial Welfare Commission's Wage Order 4. (*Id.* at pp. 14, 21.) It then granted summary judgment to plaintiffs on their first two claims.

The *Roberts* court found that the defendant required the plaintiffs to perform unpaid labor *in addition* to what the district and the plaintiffs' exclusive representative had contracted for, and when this additional unpaid work was considered as part of plaintiffs' total work hours, the defendant had failed to pay the plaintiffs the statutory minimum wage. In other words, the *Roberts* court did not find that a contractual compensation scheme was unlawful. It found that the defendant required *extracontractual* uncompensated labor, in violation of statutory minimum wage laws.

For this reason, the District's citation to the Savings Provision of the Parties' CBA is unavailing. The Savings Provision does not apply because no provision of the CBA has been held to be contrary to law.

For the above reasons, and for the reasons stated in Respondent's Original Position Statement, the Charge fails to state a *prima facie* claim and should be dismissed in its entirety.

³ The *Roberts* court dismissed the third claim, finding that public entity employers are not subject to PAGA suits for civil penalties. (Respondent's Original Position Statement, Ex. A at p. 5.)

Respectfully submitted,



Mandy Hu
Staff Attorney, California Teachers Association
mhu@cta.org

VERIFICATION

I am the president of Sierra College Faculty Association, CTA/NEA. I have read the Respondents' Statement of Position in the captioned matter and am familiar with the contents thereof. I verify that the contents of the Statement of Position are true to the best of my knowledge, information, and belief.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed at Grass Valley, CA, California, on August 20, 2025.

NAME: JUDITH A. KREFT

SIGNATURE: Judith A. Kreft

PROOF OF SERVICE
State of California, County of, San Mateo

I am employed in County of San Mateo, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1705 Murchison Drive, Burlingame, California, 94010.

On **August 20, 2025**, I served the foregoing documents described as, Respondents' Statement of Position in Response to **Amended** Unfair Practice Charge, SIERRA COLLEGE FACULTY v. SIERRA COLLEGE FACULTY ASSOCIATION, CTA/NEA, UPC#SA-CO-694-E , on all interested parties in this action by electronically transmitting a true copy thereof addressed as follows:

Ryan Davis, Vice President
of Human Resources
SIERRA COLLEGE FACULTY
5100 Sierra College Blvd.,
Rocklin, CA 95677
rdavis23@sierracollege.edu

Michelle Cannon, Attorney
**SIERRA JOINT COMMUNITY
COLLEGE DISTRICT**
5100 Sierra College Blvd.,
Rocklin, CA 95677
mcannon@lozanosmith.com

BY ELECTRONIC

based upon court order or an agreement of the parties to accept

service by electronic transmission, by electronically mailing the document(s) listed above to the e-mail address(es) set forth below, or as stated on the attached service list and/or by electronically notifying the parties set forth below that the document(s) listed above can be located and downloaded from the hyperlink provided. No error was received, within a reasonable time after the transmission, nor any electronic message or other indication that the transmission was unsuccessful.

PERB 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).)*

Executed on **August 20, 2025**, at Burlingame, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



MARIA C. HERNANDEZ