STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT (PECG), Charging Party, v. STATE OF CALIFORNIA, Respondent.	Case No. S-CE-7-S (78-79) PERB Decision No. 118-S March 19, 1980

Appearances: Bruce J. Blanning, for Professional Engineers in California Government; and Barbara Stuart, Assistant Chief Counsel for Governor's Office of Employee Relations, for State of California.

Before: Gluck, Chairperson; Gonzales and Moore, Members.

DECISION

The Professional Engineers in California Government (hereafter PECG) appeal from a hearing officer's dismissal of an unfair practice charge.

The charge alleges that the Governor's unilateral action in reducing salary increases for members of PECG before he signed the 1978-79 budget bill violated his duty to meet with the organization as required by sections 3515.5 and 3522.4 of the

State Employer-Employee Relations Act (hereafter SEERA or the Act)[1] and Section 3528 of the George Brown Act.[2] PECG

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[1]The SEERA is codified at Government Code section 3512, et seq. All further section references are to the Government Code unless otherwise indicated.

Sections 3515.5 and 3522.4 of the SEERA read, respectively, as follows:

> 3515.5. Employee organizations shall have the right to represent their members in their employment relations with the state, except that once an employee organization is recognized as the exclusive representative of an appropriate unit, the recognized employee organization is the only organization that may represent that unit in employment relations with the state. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf in his employment relations with the state.
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> 3522.4. Employee organizations shall have the right to represent their supervisory employee members in their employment relations, including grievances, with the employer. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of employees from membership. Nothing in this section shall prohibit any employee from appearing on his or her own behalf or through his or her chosen representative in his or her employment relations and grievances with the public employer.

[2]The George Brown Act is codified at Government Code section 3525 et seq. At the time this charge was filed

alleges that its right to represent its rank and file,[3] supervisory and managerial members has been violated.

The hearing officer held that the SEERA imposed no obligation on the state to meet with nonexclusive representatives of state employees and that PECG had not, therefore, been denied any right to represent its rank and file members in their employment relations with the state.

The hearing officer further held that the Public Employment Relations Board (hereafter PERB or Board) lacked jurisdiction to resolve PECG's claim regarding supervisors and managers through the unfair practice provisions of SEERA.

For the reasons stated below, we disagree with the hearing officer's interpretation of the Governor's obligation to meet

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managerial and confidential employees were covered by that act but were removed from the coverage thereof on July 1, 1979.

Section 3528 of that act reads as follows:

> Employee organizations shall have the right to represent their members in their employment relations, including grievances, with the state. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf or through his chosen representative in his employment relations and grievances with the state.

[3]The term "rank and file" as used in this decision includes those persons included within the definition of "state employee" contained in Section 3513(c).

with nonexclusive representatives of rank and file employees under SEERA. However, we dismiss this element of the charge because the actions of the state employer under the circumstances in this case were reasonable. As will be discussed subsequently, we affirm the hearing officer's decision rejecting PECG's claim that it has been denied its right to represent its supervisory members. We also agree that PERB has no jurisdiction over claims that the rights of managerial employees have been violated.

Facts

Prior to July 1, 1978, employer-employee relations between the state and its employees were governed by the provisions of the George Brown Act. Effective July 1, 1978, the vast majority of state civil service employees, with certain exceptions including managerial and confidential employees, (see footnote two, supra) were no longer included within the ambit of the George Brown Act and were instead covered by SEERA.

Some of the events in this case took place prior to July 1, 1978, at which time rank and file and supervisory employees were covered by the George Brown Act and some events took place after that date when those employees were covered by the SEERA.

The following facts asserted by the charging party will be assumed to be true for purposes of this appeal.[4] During February, 1978, the Governor's Office of Employee Relations proposed that the salary of state employees be increased by an average of five percent. PECG responded with a counterproposal during April, 1978, and requested that the parties begin the meet and confer process. A meeting was held between the parties on May 10, 1978, and the proposal and counterproposal were discussed. A representative of PECG subsequently requested on June 14, 15, 16, 19, 21, and July 5 the convening of additional sessions, but none were held. On July 5, 1978 (four days after the effective date of SEERA), the State Legislature reduced the amount contained in the budget bill for salary increases for state employees from 5 percent to 2 1/2 percent. The Governor signed the budget bill on July 6 but before doing so he eliminated the 2 1/2 percent salary increase without notifying or meeting and discussing the matter with PECG. These actions form the basis for the charge in this case.

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[4]San Juan Unified School District, (3/10/77) EERB Decision No. 12.

DISCUSSION

Rank and File Employees

The authority for filing an unfair practice charge is found in section 3514.5.[5] As grounds for its charge PECG alleges a violation of Section 3519(b).[6] In turn, the right PECG claims was denied it is the right provided in section 3515.5, quoted above, to nonexclusive employee organizations "to represent their members in their employment relations with the state" until such time as an exclusive representative is recognized.

One of the issues to be resolved in this case concerns the extent of a nonexclusive representative's right to represent

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[5]Section 3514.5 reads in pertinent part as follows:

> The initial determination as to whether the charges of unfair practices are justified, and, if so, what remedy is necessary to effectuate the purposes of this chapter, shall be a matter within the exclusive jurisdiction of the board. Procedures for investigating, hearing, and deciding these cases shall be devised and promulgated by the board and shall include all of the following:
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> (a) Any employee, employee organization, or employer shall have the right to file an unfair practice charge. . .

[6]Section 3519 reads in pertinent part as follows:

> It shall be unlawful for the state to:
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> (b) Deny to employee organizations rights guaranteed to them by this chapter.

its members in their "employment relations" and, specifically, whether wages are included within the scope of that term. Concomitant issues involve the extent of the Governor's obligation to meet and discuss that topic with nonexclusive representatives and whether the Governor met that obligation or was excused from doing so under the cirumstances of this case.

The term "employment relations" is not statutorily defined and PERB has not fully resolved the scope of the term.

In San Dieguito Union High School District (9/2/77) EERB Decision No. 22, a majority of the Board as then constituted held that the representation rights of a nonexclusive representative under section 3543.1(a) of the Educational Employment Relations Act[7] (hereafter EERA), which reads substantially the same as section 3515.5, supra, of the SEERA, did not include the right to "meet and consult" with the employer. The hearing officer here relied in part on the holding in San Dieguito in reaching the proposed decision in this case. Respondent similarly argues that the Board's rationale in San Dieguito is applicable to the facts in this case. We disagree.[8]

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[7]The Educational Employment Relations Act is codified at Government Code section 3540 et seq.

[8]We choose, however, not to expressly overrule that portion of the holding in San Dieguito in this case. That case was decided under the EERA and we defer to another day a reconsideration of that decision based on a case arising under that Act.

The SEERA granted significant new collective negotiations rights to state employees. If we were to adopt respondent's argument that nonexclusive representatives have no right to meet and discuss wages with the state employer, employees would be left with fewer rights than they had before SEERA. It would be anomalous for the Legislature in enacting a new law which generally expands the rights of employees, to strip employees in units with no exclusive representative of any voice in a matter as basic as wages.

Two statutory provisions strongly militate against such an interpretation. First, there is no requirement under the SEERA that employees select an exclusive representative. (Sec. 3515.) Second, nonexclusive representatives have the right to represent their members in their employment relations with the state until an exclusive representative is recognized. (Sec. 3515.5, supra.) The Board finds that the thrust of these two sections is to protect the right of employees to be represented by a nonexclusive representative when an exclusive representative has not been selected.

Every agreement entered into as a result of the negotiating process includes many noneconomic items. Fundamental to all agreements, however, are economic items such as wages and fringe benefits. The foremost interest of employees is to achieve the payment of an adequate wage. Therefore, without deciding the full scope of the right of representation of

nonexclusive representatives, the Board finds that at a minimum it encompasses the right to meet and discuss with the state employer a subject as basic to the employment relationship as wages.

Such a finding not only comports with the above provisions but also furthers the general purpose of the SEERA to promote full communication between the state and its employees and the improvement of personnel management and employer-employee relations.[9]

We stress, however, that the obligation imposed on the state employer to meet with a nonexclusive representative is not the same as that imposed with regard to an exclusive representative. Thus, whereas the Governor and representatives of recognized or certified employee organizations "have the

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[9]Section 3512 states that it is the purpose of the SEERA:

> . . . to promote full communication between the state and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the state and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employee-employer relations within the State of California by providing a uniform basis for recognizing the right of state employees to join organizations of their own choosing and be represented by such organizations in their employment relations with the state.

mutual obligation personally to meet and confer [in good faith] promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation . . ." (section 3517) the Board finds that the obligation imposed by the statute on the state employer with respect to nonexclusive representatives is to provide a reasonable opportunity to meet and discuss wages with them prior to the time the employer reaches or takes action on a policy decision.

Based on the circumstances which existed on July 5, 1978, the Governor was excused from meeting and discussing wages with PECG. As stated previously, the Governor had proposed a specified salary increase for state employees and his designated representatives had met with representatives of PECG to discuss that proposal, all at a time when the parties were subject to the provisions of the George Brown Act. The SEERA became effective on July 1, 1978. On July 5, which was the very same day that the Legislature enacted the budget bill, PECG requested a meeting with representatives of the Governor's Office of Employee Relations to discuss wages. It is important to note that this final legislative action on the 1978 budget bill came almost three weeks after the time limit imposed by

the Constitution for its passage.[10] Thus, by the time the Legislature completed its final action on the budget bill and sent it to the Governor, the 1978-79 fiscal year had already begun. Until the Governor acted by signing the budget, the Controller was prohibited from issuing warrants drawn on the State Treasury to pay, among other things, the expenses being incurred daily by the state (sec. 7, Art. XVI, Cal. Const.). The necessity for quick action on the part of the Governor was, therefore, manifest and in this context his failure to meet with PECG on July 5 to discuss wages was not unreasonable.

In addition, at the time the series of events occurred in this case, San Dieguito, supra, was the only Board precedent available to serve as a guide to the parties that interpreted the breadth of a nonexclusive employee representative's right to represent its members in their employment relations. Even though that case was decided under the EERA it was based, in part, on an interpretation of statutory language basically paralleling that contained in the SEERA with which we are here concerned. While we have chosen in this case, decided under SEERA, not to follow the San Dieguito holding, the state employer was not unreasonable in relying on the assumption that this Board would follow San Dieguito.

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[10]The California Constitution requires the Legislature to pass the budget bill by midnight on June 15 of each year (Art. IV, sec. 12(c), Cal. Const.).

While reliance on EERA precedent alone may not be a sufficient defense, we find that this factor coupled with the specific circumstances in this case warrant a finding that the actions of the state employer were not unreasonable and did not violate its obligations under the SEERA.

Supervisory Employees

We affirm the hearing officer's dismissal of the charge that the actions of the Governor denied PECG its right to represent its supervisory members in their employment relations with the state. State of California, Department of Health (1/10/79) PERB Decision No. 86-S, involved an allegation that the state employer had engaged in conduct that violated Sections 3522.3[11] and 3522.8.[12] In that case the Board

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[11]Section 3522.3 reads as follows:

> Supervisory employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of supervisory employee-employer relations as set forth in Section 3522.6. Supervisory employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public employer.

[12]Section 3522.8 reads as follows:

> The state employer and employee organizations shall not interfere with,

rejected the argument that the PERB was required to enact rules to prevent employer interference with supervisors' rights under SEERA. The Board concluded that the statutory scheme evidenced a legislative intent that supervisors were to be excluded from PERB's jurisdiction and that any vindication of supervisors' rights must be through another forum.

It is noteworthy that in Health there was no allegation that the employee organization, which was the charging party, had been denied any rights guaranteed to it by SEERA in violation of section 3519(b), supra. To allow an employee organization to file a charge that Section 3519(b) has been violated because it allegedly has been denied the right to represent its supervisory members in their employment relations would have the effect of bootstrapping supervisory rights into the statutory enforcement scheme. Thus, the unfair practice mechanisms of SEERA are not only unavailable to supervisors but also to employee organizations representing them to the extent that the organization seeks to enforce a right solely related to supervisors. However, as the Board stated in Health, "if there is a reasonable inference that the [employer's] conduct

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> intimidate, restrain, coerce, or discriminate against supervisory employees because of their exercise of their rights under this article.

had an adverse effect on nonsupervisory employees in the exercise of their rights, an unfair practice charge will be entertained vis a vis the nonsupervisory employee[s]." Charging party makes no allegation that any denial of its right to represent supervisors adversely impacted on nonsupervisors. In any event our finding that the Governor was excused from the obligation to meet and discuss wages with PECG on behalf of its rank and file members would resolve that issue.

Managerial Employees

As stated previously, managerial employees of the state were covered by the provisions of the George Brown Act at the time the unfair practice charge in this case was filed.

PECG's right to represent its managerial members was granted pursuant to section 3528, supra, of the George Brown Act, not pursuant to section 3515.5, supra, of the SEERA.

Any claim that charging party's right to represent its managerial members has been denied must be resolved through another forum as the PERB has no jurisdiction to either administer the George Brown Act or to resolve any such claim through the unfair practice provisions of the SEERA.

ORDER

The Public Employment Relations Board ORDERS that:

The unfair practice charge filed by Professional Engineers in California Government against the State of California, is hereby dismissed.

By: Barbara D. Moore

Harry Gluck, Chairperson

Raymond J. Gonzales, Member, concurring and dissenting:

I agree that the charges should be dismissed but dissent from the majority rationale on two grounds.

First, I disagree with the majority that the SEERA applies to negotiations for the 1978-79 fiscal year. I believe the Legislature did not intend this when it enacted the SEERA to become effective July 1, 1978. Second, I believe the nonrecognized employee organization's right to represent its members does not include a right to "discuss" matters within scope with the employer.

Application of the SEERA to the Governor's action on July 5, 1978 to freeze wages, which was the final action on 1978-79 wages, following meetings spanning several months, seems clearly inappropriate in this case. I believe, to the contrary, that the only reasonable interpretation of legislative intention is that SEERA was intended to begin to apply to negotiations in 1978-79 concerning compensation for 1979-80. SEERA was obviously not intended to apply to negotiations for the fiscal year beginning July 1, 1978, since its effective date was stated as July 1, 1978, and it is obvious that the type of extensive negotiations contemplated by SEERA, which must take place prior to the new fiscal year, were not intended to be accomplished in a matter of minutes. On the contrary, the SEERA is unequivocal in prescribing a lengthy and detailed meet and consult procedure.[1] Because the SEERA did not become

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[1]SEERA section 3517 states, in part:

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> "Meet and confer in good faith" means that the Governor or such representatives as the Governor may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters, within the scope of representation prior to the adoption by the state of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses. (Emphasis added.)

SEERA section 3517.5 states:

effective until the beginning of the new fiscal year following its passage, and because the SEERA contemplates negotiations prior to the new fiscal year, SEERA was not intended to apply to salary setting for 1978-79. Yet this is exactly what the complained of Governor's July 6 action did; it set salaries for the 1978-79 fiscal year. Thus, his action was the final one, culminating several months of salary discussions for 1978-79 pursuant to the George Brown Act.[2] Therefore, in

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> If agreement is reached between the Governor and the recognized employee organization, they shall jointly prepare a written memorandum of such understanding which shall be presented, when appropriate, to the Legislature for determination.

SEERA section 3517.6 states, in part:

> . . . . . .
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> If any provision of the memorandum of understanding requires the expenditure of funds, those provisions of the memorandum of understanding shall not become effective unless approved by the Legislature in the annual Budget Act. If any provision of the memorandum of understanding requires legislative action to permit its implementation by amendment of any section not cited above, those provisions of the memorandum of understanding shall not become effective unless approved by the Legislature.

[2]As the majority notes, this was not a typical month of June. In the aftermath of Proposition 13, the Legislature did not complete its action, and present it to the Governor, until July 5. He then acted the next day, July 6, six days after the close of the past fiscal year.

In this connection, I note that both legislative and gubernatorial final action on the budget is required before the end of June. (See California Constitution, Art. IV, secs. 10(a) and (b), and sec. 12(c).) Thus, by not acting until July 5 and July 6, the

applying the SEERA to this case, the majority ignores the entire process envisioned by the statute, and interprets the commencement of SEERA obligations in an overly literal manner.

The majority is applying the SEERA merely to one isolated segment of the negotiations process; i.e., the final one. I believe, however, that the SEERA was intended to establish an integrated negotiating process, and that the majority's strained and literal interpretation is unreasonable when considered in full context.

Second, I believe that under the SEERA the nonrecognized employee organization has no right to discuss matters within scope with the employer. The employer should have no corresponding obligation to discuss a matter within scope before taking action.

This issue was decided by PERB in interpreting a parallel section of the Educational Employment Relations Act. (San Dieguito Union High School District (9/2/77) EERB Decision No. 22.) I believe the principles underlying that case should control here. However, I recognize this case may no longer be relied upon for authority since the majority has clearly, if obliquely, disapproved of it here.

The central issue is whether the employee organization's "right to represent their members" included in section 3515.5

Legislature and the Governor respectively may have been technically in violation of the law. I question whether such a violation, if it occurred, should operate to make such actions subject to SEERA when had they properly completed action on the budget by June 30, there would have been no SEERA obligations.

includes a right to discuss matters within scope with the employer.

Unlike the explicit right of a recognized employee organization to meet and confer in good faith (sections 3517 and 3519(c)), a right to discuss appears nowhere in the statute. Thus, the majority has read such a right into the nonrecognized employee organization's right to represent.

A basic argument for reading in this right is that the Legislature would not have provided fewer rights to employee organizations than enjoyed under the predecessor statute, the George Brown Act. I feel this is mere conjecture, and not an adequate foundation for finding such a significant right where none explicitly appears. The SEERA contemplates a very different overall negotiation design than did the George Brown Act. Where SEERA contemplates exclusive representation by a single employee organization (in an appropriate unit), the George Brown Act did not provide for exclusivity or an effective good faith negotiation obligation.

Because there can be exclusivity under SEERA, minority organizations, which enjoyed George Brown Act rights, will lose them under exclusive representation. If they could retain their rights to meet and confer under SEERA, it would be to their advantage to attempt to thwart exclusive representation. Such activity would be incompatible with the objective of the SEERA to provide for a totally new process of collective negotiations, with exclusive representation, where the employees so choose.

Finally, I believe that in enacting SEERA, the Legislature intended to bring an end to a situation in which a multitude of employee organizations separately enjoyed, and could exercise, a right to meet and confer with the employer. The resulting rounds of meeting would be endless and confusing, and ultimately would contradict the reasons for the passage of SEERA.

I concur in the majority decision regarding supervisory and managerial employees.

Raymond J. Gonzales, Member

PUBLIC EMPLOYMENT RELATIONS BOARD

OF THE STATE OF CALIFORNIA

PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT (PECG), Charging Party,	Case No. S-CE-7-S (78-79)
v.	
STATE OF CALIFORNIA, Respondent.	NOTICE OF DISMISSAL WITH LEAVE TO AMEND

Notice is hereby given that the above-captioned unfair practice charge is dismissed with leave to amend within twenty (20) calendar days after service of this Notice.

The charge alleges that the "state and its representatives" violated Government Code sections 3519(b) and 3515.5 by a series of actions culminating in the Governor's signature of a budget bill on July 6, 1978. The bill, as signed, eliminated a salary increase for state employees, including members of the charging party. It is alleged that such actions were taken without warning, notification, or meeting with the charging party.

It is contended by the charging party that prior to the selection of an exclusive representative employee organizations retain the right to meet and confer comparable to the right previously provided in the George Brown Act (Government Code sections 3525-3536). The statutory basis for this contention is SEERA section 3515.5, which provides in part, "Employee organizations shall have the right to represent their members in their employment relations with the state, except that once an employee organization is recognized as the exclusive representative of an appropriate unit, the recognized employee organization is the only organization that may represent that unit in employment relations with the state."

Under the George Brown Act, which was amended by Senate Bill 839 to exclude from coverage those employees covered by the SEERA, section 3528 provided a right parallel to SEERA section 3515.5. That section provided, "Employee organizations shall have the right to represent their members in their employment relations, including grievances, with the state." A wholly

separate provision of the George Brown Act, section 3530, provided that the state had the obligation to meet and confer in good faith with employee organizations upon request with respect to matters within the scope of representation. It was the latter section which the court interpreted in Lipow v. Regents of the University of California (1975) 54 C.A.3d 215, as establishing an obligation to meet and confer in good faith in a manner comparable to the duty to bargain in good faith under the National Labor Relations Act.

The charging party's reliance on the Lipow case as establishing the parameters of the state's duty under SEERA prior to the selection of an exclusive representative is misplaced. This is because section 3530, which was the basis for the court's holding in Lipow, no longer has application to employees covered by the SEERA. The separate right of employee organizations "to represent their members" under George Brown Act section 3528 and SEERA section 3515.5 has never been interpreted as imposing a meet and confer obligation on public employers. The parallel provision in the EERA (sec. 3543.1(a)) has been found not to impose upon public school employers an obligation to consult with employee organizations prior to the selection of an exclusive representative. San Dieguito Faculty Association v. San Dieguito Union High School District (9/2/77) EERB Decision No. 22.

For the above reasons, the charge is dismissed insofar as it alleges that the charging party has been denied the right to represent its non-supervisory, non-management, and non-confidential members in violation of sections 3519(b) and 3515.5.

In addition, the charging party alleges that the State has violated section 3522.4, which establishes the right of employee organizations to represent their "supervisory employee members." However, section 3522 provides, "Except as provided by Sections 3522.1 to 3522.9, inclusive, supervisory employees shall not have the rights or be covered by any provision or definition established by this chapter." Thus, even assuming that the charging party could state a prima facie case that there had been a denial of the right to represent its supervisory employee members, that right would not be enforceable through the unfair practice provisions of the SEERA. Therefore, the PERB lacks jurisdiction over the alleged section 3522.4 violation, and this aspect of the unfair practice charge is dismissed.

Finally, the charging party asserts a violation of section 3528 in that it has been denied the right to represent its managerial and confidential employee members. Section 3528, as noted previously, is contained in the George Brown Act. That Act is codified as title 1, division 4, chapter 10.5 of the Government Code. The SEERA is codified as title 1, division 4, chapter 10.3 of the Government Code. The PERB is given the

authority to administer the provisions of chapter 10.3 (SEERA) by section 3513(g). There is no provision giving the PERB the authority to administer the provisions of chapter 10.5 (George Brown Act). Therefore, the PERB lacks jurisdiction over the alleged violation of section 3528, and this aspect of the unfair practice charge is dismissed.

For the foregoing reasons, the unfair practice charge is dismissed in its entirety with leave to amend within twenty (20) calendar days.

This action is taken pursuant to PERB Regulation 32630(a).

If the charging party chooses to amend, the amended charge must be filed with the Sacramento Regional Office of the PERB within twenty (20) calendar days. (PERB Regulation 32630(b).) Such amendment must be actually received at the Sacramento Regional Office of the PERB before the close of business (5:00 p.m.) on October 23, 1978, in order to be timely filed. (PERB Regulation 32135.)

If the charging party chooses not to amend the charge, it may obtain review of the dismissal by filing an appeal to the Board itself within twenty (20) calendar days after service of this Notice. (PERB Regulation 32630(b).) Such appeal must be actually received by the Executive Assistant to the Board before the close of business (5:00 p.m.) on October 23, 1978, in order to be timely filed. (PERB Regulation 32135.) Such appeal must be in writing, must be signed by the charging party or its agent, and must contain the facts and arguments upon which the appeal is based. (PERB Regulation 32630(b).) The appeal must be accompanied by proof of service upon all parties. (PERB Regulation 32135, 32142 and 32630(b).)

Dated: October 2, 1978

WILLIAM P. SMITH
General Counsel

By

Franklin Silver
Hearing Officer