

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



CALIFORNIA CORRECTIONAL PEACE)
OFFICERS ASSOCIATION,)
)
Charging Party,) Case No. SA-CE-975 -S
)
v.) PERB Decision No. 1388-S
)
STATE OF CALIFORNIA (DEPARTMENT OF) May 25, 2000
CORRECTIONS),)
)
Respondent.)
_____)

Appearances; Shelly Lytle, Staff Legal Counsel, for California Correctional Peace Officers Association; State of California (Department of Personnel Administration) by Roy J. Chastain, Labor Relations Counsel, for State of California (Department of Corrections).

Before Dyer, Amador and Baker, Members.

DECISION

DYER, Member: This case comes before the Public Employment Relations Board (PERB or Board) on exceptions filed by the State of California (Department of Corrections) (State) to a Board administrative law judge's (ALJ) proposed decision. In his proposed decision, the ALJ held that the State violated section 3519(a), (b) and (c) of the Ralph C. Dills Act (Dills Act)¹ when

¹The Dills Act is codified at Government Code section 3512 et seq. Section 3519 provides, in relevant part:

It shall be unlawful for the state to do any of the following:

- (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.

it implemented a reorganization at the Correctional Training Facility (CTF), a prison in Soledad, California, without providing the California Correctional Peace Officers Association (CCPOA) with an opportunity to meet and confer over negotiable effects of the decreased levels of supervision caused by the reorganization. The ALJ also found that the State violated provisions of the Dills Act when it failed to provide CCPOA with information relevant and necessary to its duty to represent employees.

The Board has reviewed the entire record in this case, including the proposed decision, the hearing transcript, the State's exceptions and CCPOA's response. The Board concludes that the State violated the Dills Act when it refused to meet and confer over the reasonably foreseeable effects of the reorganization of CTF and when it failed to provide CCPOA with information pertinent to its representational activities in a timely manner.

PROCEDURAL HISTORY

On April 21, 1997, CCPOA filed an unfair practice charge with PERB against the State. On May 21, 1997, the Office of the General Counsel of PERB, after an investigation, issued a complaint against the State, alleging violations of Dills Act

(b) Deny to employee organizations rights guaranteed to them by this chapter.

(c) Refuse or fail to meet and confer in good faith with a recognized employee organization.

section 3519(a), (b) and (c). On June 12, 1997, the State answered the complaint, denying all material allegations and asserting affirmative defenses.

On July 8, 1997, a conference was held in an unsuccessful attempt to reach settlement. The ALJ held a formal hearing on October 21 and 22, 1997, and April 15 and 16, 1998. Both parties prepared and submitted briefs. The last brief was filed on January 20, 1999, and the case was submitted for a proposed decision at that time. On March 26, 1999, the ALJ rendered a proposed decision holding that the State violated Dills Act section 3519(a), (b) and (c) when it refused to negotiate the effects of its decision to reorganize the supervisory structure at CTF, and when it failed to provide requested information which was relevant and necessary to CCPOA's right to represent employees.

The State filed exceptions to the proposed decision on May 18, 1999, challenging the ALJ's conclusion that the reorganization at CTF had a reasonably foreseeable impact on a negotiable subject, contending that any impact was "indirect and speculative." The State also excepts to the ALJ's finding that it failed to provide "staffing packages" regarding the reorganization, claiming that it provided all staffing information that existed at the time.

INTRODUCTION

CCPOA complains of a March, 1997 reorganization plan at CTF. It asserts that such a plan created a duty on the part of the

State to negotiate the plan's effects on the correctional officers (COs) that constitute State Bargaining Unit 6.² CCPOA states this plan diminishes the quantum of supervision available to COs, thereby impacting, inter alia, training and performance reports. The plan also creates potential disciplinary problems as a result of the COs being required to take remedial inmate action(s) which would not be required if proper supervision was available. CCPOA contends that this increased disciplinary potential impacts promotional possibilities and wages. It objects to the State's refusal to negotiate the effects of this reorganization plan.

The State asserts the reorganization plan merely equalizes the number of inmates that sergeants and lieutenants supervise, and makes no change in the number of CO positions in any of its facilities or program units. Therefore, the State asserts that there is no impact on the COs' working conditions.

CCPOA additionally alleges that the State failed to provide, on a timely basis, a copy of the reorganization staffing packages. The State did not respond to the charge of failing to provide staffing packages on a timely basis, other than to state that it eventually provided such material. It suggested that as there was no impact on the COs' scope of employment, there was no need to provide such packages.

²The complaint alleges problems at CTF's Central and South Facilities. CCPOA asserts this was in error, and that the complaint should have alleged problems with the South and North Facilities, and not the Central Facility. A motion was granted to substitute North Facility for Central Facility.

BACKGROUND

The parties stipulated that CCPOA is a recognized employee organization and that the State is the employer within the meaning of the Dills Act.

Prior to March 1997, CTF was divided into three facilities, Central, North and South, based on geographic considerations. Sometime in late 1996, CTF decided to reorganize its inmate population.

Prior to this reorganization, there was a disparity in the number of inmates assigned to each facility. The State asserts that the primary purpose of the reorganization was to develop numerical parity within these various facilities. The State describes secondary reasons for the reorganizations as the "cleaning up" of the chain-of-command and changing the prison from a tri-facility complex into a program unit structure.

Information Request

In early February 1997, CCPOA's Chapter President, CO Joseph Biggs (Biggs), was told by Lieutenant Russell Pope, CTF's employee relations officer, of a proposed prison reorganization plan. The reorganization would create seven program units, based primarily upon an equal division of the inmate population.³

On February 7, 1997, CCPOA had a meeting with the State, at which time Biggs asked various questions regarding potential impact issues on his members. He specifically asked for the new

³Central Facility became Units I, II and III; North Facility became Units IV, V and VI; South Facility became Unit VII.

"staffing packages" created by the reorganization. The term "staffing packages" was never defined, but it seems to include any reassignments and modifications of CO post orders.⁴

The State did not provide any such packages at that time. On February 27, Biggs requested a delay in the effective date of the reorganization until the staffing packages could be provided. The request was denied. On March 20, Biggs filed a grievance in which he requested a "meet and confer" on the impact of the reorganization on CCPOA's members. His grievance was denied.

Sometime in April, CCPOA received new staffing packages for the North Facility, but State officials admitted that they were still in the process of being revised. From that time until October, 1997, the date of the hearing, no new staffing packages were provided.

Reorganizational Changes in the Facilities

The reorganization of the Central Facility contracted the number of units from four to three. There were no changes in the number of overall CO positions, and CCPOA filed no complaints regarding this facility.

The only change at the South Facility was to rename it from South to Program Unit VII. No staffing changes with regard to lieutenant, sergeant or CO positions occurred as a result of the

⁴Post orders are provided for each CO position in the prison. They set forth, with a high degree of specificity, exactly how the CO assigned to that position is to fulfill his/her responsibilities. They describe the hour-by-hour tasks as well as how to respond to various alarms and other emergencies. Failure to be aware of and/or to follow one's post orders is a serious department offense.

"reorganization" of this facility.⁵

The reorganization of the North Facility made no changes in the number of overall CO positions. Both before and after the reorganization, inmates were housed in four halls and three dorms.⁶ A hall is composed of one building divided by an elevated sallyport. Each hall has an "A" and "B" side (with three tiers of cells), with two hall officers on each side and one sallyport officer in the middle. Inmates cannot freely move from side "A" to side "B". Prior to March of 1997, each shift had one sergeant and five COs in each hall, two on each side and one sallyport officer. Each hall CO was directly responsible to his/her hall sergeant. One of these hall sergeants also had supervision of the North Dorm.⁷ Both before and after the reorganization, there were CO positions assigned to each yard, as well as two S&E CO positions.⁸

After the reorganization, the areas of responsibility

⁵During the hearing, evidence was received regarding the activation of a CO position at South Facility, Post No. 3055". This was effected outside of the March, 1997 reorganization plan, and was not within the parameters of the complaint. Furthermore, there was no showing that activation of this position affected any matter within the scope of representation.

⁶The halls were named Lassen, Rainier, Shasta and Whitney. The dorms were named Fremont, North and Toro.

⁷Toro and Fremont Dorms were temporarily used to house inmates during an asbestos abatement process which took place in various CTF buildings in 1996.

⁸S&E positions refers to Search and Escort positions. Personnel in these positions have various duties, but are considered an essential part of the institution's primary emergency response team.

changed, with a sergeant being assigned supervision of each of the program units. Unit IV consisted of Rainier "B" and all of Lassen Hall. Unit V consisted of Fremont and North Dorms, Rainier "A" and Shasta "B". Unit VI consisted of Toro Dorm, Shasta "A", and all of Whitney Hall.⁹

CCPOA contends that implementation of the reorganization plan impacted the working conditions of its members. We agree.

DISCUSSION

On appeal, the State renews its argument that the reorganization of CTF did not have a reasonably foreseeable effect on any matter within the scope of bargaining. The State contends that the reorganization merely changed the duties and responsibilities of supervisory employees and that any effect of the reorganization on bargaining unit members was "indirect and speculative." The State's claim is rejected.

The ALJ properly held that the State's decision to reorganize CTF was outside of the scope of representation.

(Dills Act sec. 3516;¹⁰ see Regents of the University of

⁹For example, after March 1997, the sergeant assigned to Unit V, rather than having responsibility for both sides of one hall, was now supervising two dorms, one-half of Rainier Hall and one-half of Shasta Hall.

¹⁰Dills Act section 3516 provides:

The scope of representation shall be limited to wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

California (Lawrence Livermore National Laboratory) (1997) PERB Decision No. 1221-H (Regents) at p. 5 (interpreting substantively identical provisions of the Higher Education Employer-Employee Relations Act (HEERA)¹¹); Regents of the University of California (1987) PERB Decision No. 640-H at p. 20 (noting that reorganizational decisions are within the employer's prerogative).) Nonetheless, even when an employer has no obligation to negotiate about a particular decision, the Dills Act obligates the employer to meet and confer over all reasonably foreseeable effects of that decision to the extent that they impact the terms and conditions of employment. (Regents at pp. 5 - 6.)

A unilateral modification of terms and conditions of employment within the scope of negotiations that has a generalized effect or continuing impact is a per se refusal to negotiate. (NLRB v. Katz (1962) 369 U.S. 736 [50 LRRM 2177].) PERB has long recognized this principle. (Pajaro Valley Unified School District (1978) PERB Decision No. 51; San Mateo County Community College District (1979) PERB Decision No. 94 (San Mateo); Grant Joint Union High School District (1982) PERB Decision No. 196.)

Under Dills Act section 3519(c), the state employer is obligated to meet and negotiate in good faith with an exclusive representative about matters within the scope of representation. This section precludes an employer from making unilateral changes

¹¹HEERA is codified at Government Code section 3560 et seq.

in the status quo, whether such status quo is evidenced by a collective bargaining agreement or past practice. (Anaheim City School District (1983) PERB Decision No. 364; Pittsburg Unified School District (1982) PERB Decision No. 199.)

The State insists that its reorganization plan did no more than amend the configuration of the prison population from an emphasis on geographic considerations to one based on program needs.¹² As a result, it continues, various supervisory-personnel were given new assignments. The State insists CCPOA has no right to participate in its assignment of supervisory personnel. However, if such a management decision affects matters within the COs' scope of representation, an employer is obligated to negotiate the effects thereof under the Dills Act.

In the event an employer is unsure whether or not a particular subject is negotiable, it is under an obligation to ask the union for its negotiability justification. "The very essence of the duty to negotiate in good faith . . . is the effort to reach agreement. A refusal to address in any manner proposals which are unclear is inconsistent with the statutory obligation." (San Mateo at p. 9.) As illustrated in the examples below, such an obligation existed in the present case.

Examples of Effects of Reorganization Plan

1. Diminished Routine Supervision: prior to the reorganization, if a hall incident occurred that was beyond the

¹²As previously noted, the reorganization plan primarily affected the CO's duties at the North Facility.

knowledge or comfort-level of the involved CO, s/he would merely ask the hall sergeant to step over to resolve the problem. This was possible as the sergeant was headquartered in that hall and was physically present most of the day. However, after the reorganization, the sergeant was rarely in the hall, due to his/her other responsibilities. One CO said that she now sees her supervising sergeant approximately twice a day, as his office is in another building.

Due to the diminished presence of their immediate supervisors, individual COs are required to make decisions that had routinely been made by sergeants. These decisions, although made in a split second, are subject to later in-depth examination by management with potentially negative results on CO careers. There is no doubt that these types of situations occurred at times prior to the reorganization, but with its implementation, the frequency of such incidents increased.

It can be seen that the diminished supervision caused by the reorganization plan subjects the COs to greater disciplinary liability for decisions that they have not been trained to make. These potentially negative consequences could also impact future promotional or transfer opportunities, which impact wages, an item specifically enumerated in the scope of representation. Therefore, we find that the diminished supervision occasioned by the reorganization plan has a discernible effect on discipline and promotional opportunities.

2. Diminished Emergency Supervision: the COs are able to

reach their sergeants by telephone, but this process is laborious, time consuming and does not lend itself to receipt of immediate answers to time-sensitive problems. To reach his/her supervising sergeant, a hall CO asks the sallyport CO to summon the sergeant. The sallyport CO calls the nearest tower, which then radios the sergeant to either come to the hall or to call the sallyport.

If the sergeant comes to the hall, s/he leaves other matters and proceeds to the area. There is a necessary delay between the initial request and the sergeant's eventual arrival. If the sergeant declines to proceed to the hall, but rather calls, the sallyport officer acts as a go-between, relaying each person's questions and answers verbally to the other.

When asked if a lieutenant was a viable alternative if they were unable to locate their sergeant, several CO witnesses said they were not encouraged to exercise this option. They said lieutenants would routinely tell them to try harder to find their sergeant.

In theory, in the absence of his/her supervising sergeant, a CO is supposed to try to reach the sergeant in charge of the other side of the hall, but that creates problems, even if s/he is available, because the sergeants are all very territorial. In practice, COs believe they are "supposed to handle" the problem. There is nothing in the hall CO's post orders describing the appropriate action that is to be taken when s/he is unable to reach his/her sergeant.

3. Senior COs Placed in a Quasi-Supervisory Role: it is clear that, due to the reorganization, on a de facto basis, many senior COs are called upon to "supervise" their junior counterparts. It follows that this results in decisions that are not supported by authority and/or training.

There is nothing in a CO's post orders that requires him/her to assume a supervisory role over other COs. This supervision goes well beyond a veteran CO showing a rookie how things are done. In many situations these senior COs are required to make decisions that were formerly made by sergeants. Granted, this undoubtedly happened at various times prior to the reorganization. However, the reorganization has vastly increased the frequency of such action. With regard to the halls, the reorganization has decreased the supervising sergeant's availability from 85-90 percent of each day to twice a day, in some instances. As a result of the reorganization, COs are required to perform duties above and beyond those set forth in their classification.

The de facto placement of senior COs into supervisory roles also has a potential impact on discipline and promotional opportunities. The rights and obligations of such quasi-supervisory roles have a sufficiently substantial effect on the COs' scope of representation that the effects thereof must be negotiated with CCPOA.

4. Conflicting Supervision of Sallyport Officer and Conflicting Orders Regarding Inmate Processing; the sallyport

officer continues to be responsible for maintaining surveillance over both halves of each hall. However, s/he now takes direction from two separate, but equal, sergeants, each responsible for one-half of the hall. Granted, one of these sergeants is the sallyport officer's immediate supervisor, but that person is not responsible for the other half of the hall. There is nothing in the sallyport officer's post orders telling him/her how these potential conflicts are to be resolved. Such conflicting orders could lead to negative impacts on CO evaluations, thus affecting salary and wages.

Additionally, with different sergeants in charge of each half of a hall, there is the potential for conflicting orders as to how to process or feed inmates. Such conflicting orders could also lead to negative impacts on CO evaluations, again affecting salary and wages.

5. Diminished Training Opportunities: under the reorganization plan, the availability of on-the-job training (OJT) is diminished. In the past, the hall sergeant would periodically effect a temporary lockdown of the inmates and conduct OJT in his/her office. Now, as the sergeant is rarely in the hall, there are fewer opportunities for such training.

Each CO is personally responsible for obtaining 40 hours of training each year. OJT is a part of this requirement. The diminished level of OJT requires the CO to obtain the 40 hours elsewhere. At CTF, in-service and block training are available, both with live instructors. However, the advantage of OJT is

that it is personalized, i.e., the training is specific to the daily duties performed by the trainee. OJT allows the sergeant to assess the specific areas in which each individual trainee needs assistance, and to provide additional training in those areas. Diminished training, if allowed to continue, will ultimately have an impact on the COs' salary and promotional opportunities.

The diminished training opportunities go to the very essence of the institution. The very best organizational plan is only as good as the training of the COs charged with its implementation. Accuracy of apprentice reports also impacts the ability of each CO to do his/her part in the institutional plan. Each of these items have wage consequences. The State has an obligation to negotiate their effects with CCPOA.

6. Diminished Accuracy of Apprentice Reports: CCPOA argues that CTF has a high percentage of apprentice COs compared to other prisons. Each new CO goes through a two-year apprenticeship program, during which s/he receives four apprenticeship and three probation reports. These reports are prepared by the sergeants.

CCPOA further contends that, under the reorganization, the sergeants have insufficient contact with these apprentices to prepare accurate reports. An inaccurate "negative" report unfairly penalizes a good apprentice CO and causes resentment. An inaccurate "positive" report unfairly damages the other COs' morale and affects the COs' working conditions.

CTF insists that the timeliness of these reports has greatly improved since the reorganization. The timeliness may have improved, but this may actually add to the accuracy problem. There is a serious question as to whether the sergeants have enough contact with their subordinates to compile accurate reports. If the sergeant has insufficient information upon which to compile an accurate report, s/he has no choice but to turn to the senior CO on the hall/dorm for assistance. This reinforces the prior example, which discussed a senior CO being given de facto supervisory duties -- duties not within his/her classification.

Staffing Packages

CCPOA complains of the State's failure to provide "staffing packages" for the North Facility prior to the March 3, 1997, implementation date of the reorganization plan. It further complains that when it did receive such staffing packages in April of 1997, they were not final but were in the process of being revised. At the time of the hearing it still had not received these revisions.

It has been long held by both the National Labor Relations Board (NLRB) and PERB that the duty to bargain in good faith requires an employer to furnish all information that is necessary and relevant to its employee representative's duty to represent unit employees. (NLRB v. Acme Industrial Co. (1967) 385 U.S. 432 [64 LRRM 2069]; Proctor & Gamble Mfg. Co. v. NLRB (8th Cir. 1979) 603 F.2d 1310 [102 LRRM 2128].) In defining "necessary and

relevant," PERB in Stockton Unified School District (1980) PERB Decision No. 143 (Stockton) held that information pertaining immediately to mandatory subjects of bargaining is so intrinsic to the core of the employer-employee relationship that it is considered presumptively relevant and must be disclosed unless the employer can establish that the information is plainly irrelevant or can provide adequate reason why it cannot furnish the information. (Western Mass. Electric Co. v. NLRB (1st Cir. 1978) 573 F.2d 101 [98 LRRM 2851].) In Stockton, PERB applied this NLRB precedent to parties under the Educational Employment Relations Act (EERA)¹³, based on the language of EERA section 3543.5(c). The language of Dills Act section 3519(c) is substantively identical to that of EERA section 3543.5(c). Therefore, the precedents established by PERB with regard to EERA are applicable to cases under the Dills Act.

Information requests turn on the particular facts involved. (Chula Vista City School District (1990) PERB Decision No. 834.) As was previously discussed, it is clear that the requested information was necessary and relevant to CCPOA's duty to represent its members. It is also clear that the State failed to provide the requested material in a timely manner. An employer cannot simply refuse to provide information or ignore a request. (Chula Vista at p. 53.) The State's defense seemed to be that such "packages" had not been completed by the reorganization's implementation date, and that it gave CCPOA the requested

¹³EERA is codified at Government Code section 3540 et seq.

material as soon as it was developed. As the ALJ found, this defense is unpersuasive.¹⁴ From the record, it appears that CCPOA communicated its dissatisfaction with the information provided, and reasserted a clear request for the information contained in these packages. (State of California (Department of Personnel Administration and Transportation) (1997) PERB Decision No. 1227-S (Caltrans) at p. 7; cf. Oakland Unified School District (1983) PERB Decision No. 367.) The reorganization went into effect on March 3, 1997. In order to implement the plan, the State had to have some interim plans regarding changes in staffing. Although the State did not need to furnish information in a form more organized than its own records (NLRB v. Tex-Tan, Inc. (1963) 318 F.2d 472 [53 LRRM 2298]), it should have provided whatever interim information it had to CCPOA. Its failure to do so violated the Dills Act. (Caltrans.)

CCPOA also complains of the State's failure to provide information regarding the South Facility's control officer reassignment as a part of the material it requested. CCPOA asked for staffing modifications occasioned by the reorganization. However, as was previously noted, this reassignment is a matter

¹⁴The ALJ, after conducting the hearing and observing and weighing the witnesses' testimony, made a credibility determination regarding this matter. We decline to disturb that determination, since it is a well-established principle of PERB case law that the Board grants great deference to the ALJ's credibility determinations. (Temple City Unified School District (1990) PERB Decision No. 841.) Absent information in the record to support overturning such a credibility determination, the Board defers to the ALJ's findings. (Whisman Elementary School District (1991) PERB Decision No. 868.)

that is outside of the March 1997 reorganization plan. Therefore, the State's failure to provide such information as a part of its reorganization plan staffing modifications is excused and not a violation of the Dills Act.

CONCLUSION

The reorganization altered the supervisory structure at CTF, placing some Correctional Sergeants in charge of more than one location. Both CCPOA and State witnesses testified that this change affected the level of supervision for bargaining unit members. Here, the diminution in the level of supervision creates a potential impact on both working conditions and promotional opportunities, both of which have an impact on wages. In this unique setting, after taking into consideration the number, nature and overall ramifications of the changes involved, we find that changes in the level of supervision which have a reasonably foreseeable impact on the conditions of employment or wages of bargaining unit members must be negotiated. Accordingly, we find that the State violated the Dills Act when it failed to meet and confer over the reasonably foreseeable effects of the reorganization and unreasonably delayed in providing information pertinent to those effects.

ORDER

Upon the findings of fact, conclusions of law, and the entire record in this case, it is found that the State of California (Department of Corrections) (State) violated the Ralph C. Dills Act (Dills Act), Government Code section 3519(a), (b)

and (c). Therefore, it is hereby ORDERED that the State, its administrators and representatives shall:

A. CEASE AND DESIST FROM:

1. Refusing to meet and confer in good faith with its employees' recognized employee organization, the California Correctional Peace Officers Association (CCPOA) on the subject of the effects of its March 1997 reorganization plan at the California Training Facility, Soledad (CTF).

2. Refusing to provide requested information that was necessary and relevant to CCPOA's duty to represent its members.

3. Denying to its employees the right of representation at the meet and confer sessions described in paragraph No. 1.

4. Denying to CCPOA the right to represent its members in the meet and confer session(s) described in paragraph No. 1.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE DILLS ACT:

1. Upon request by CCPOA, agree to meet and confer in good faith with CCPOA on the subject of the effects of its March 1997 reorganization plan at the CTF.

2. Provide all current staffing packages resulting from the March 3, 1997, reorganization at CTF to CCPOA.

3. Within thirty-five (35) days following the date that this Decision is no longer subject to reconsideration, post at all CTF offices where notices to employees are customarily placed, copies of the Notice attached hereto as an Appendix.

This Notice must be signed by an authorized agent of the State,

indicating that it will comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to insure that the notice is not reduced in size, altered, defaced or covered by any other material.

4. Written notification of the actions taken to comply with this Order shall be made to the Sacramento Regional Director of the Public Employment Relations Board in accordance with the director's instructions. All reports to the regional director shall be concurrently served on CCPOA.

All other aspects of the charge and complaint are hereby DISMISSED.

Members Amador and Baker joined in this Decision.



**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California**

After a hearing in Unfair Practice Case No. SA-CE-975-S, California Correctional Peace Officers Association v. State of California (Department of Corrections), in which all parties had the right to participate, it has been found that the State of California (Department of Corrections) violated the Ralph C. Dills Act (Dills Act), Government Code section 3519(a), (b) and (c).

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Refusing to meet and confer in good faith with its employees' recognized employee organization, the California Correctional Peace Officers Association (CCPOA) on the subject of the effects of its March 1997 reorganization plan at the California Training Facility, Soledad (CTF).

2. Refusing to provide requested information that was necessary and relevant to CCPOA's duty to represent its members.

3. Denying to its employees the right of representation at the meet and confer sessions described in paragraph No. 1.

4. Denying to CCPOA the right to represent its members in the meet and confer session(s) described in paragraph No. 1.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE DILLS ACT:

1. Upon request by CCPOA, agree to meet and confer in good faith with CCPOA on the subject of the effects of its March 1997 reorganization plan at the CTF.

2. Provide all current staffing packages resulting from the March 3, 1997, reorganization at CTF to CCPOA.

Dated: _____ STATE OF CALIFORNIA
(DEPARTMENT OF CORRECTIONS)

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED, OR COVERED WITH ANY OTHER MATERIAL.