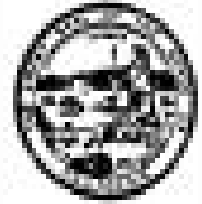


STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



ORANGE COUNTY ATTORNEYS
ASSOCIATION,

Charging Party,

v.

COUNTY OF ORANGE,

Respondent.

Case No. LA-CE-814-M

PERB Decision No. 2429-M

June 4, 2015

Appearances: Reich, Adell & Cvitan by Marianne Reinhold, Attorney, for Orange County Attorneys Association; Liebert Cassidy Whitmore by Adrianna E. Guzman, Attorney, for County of Orange.

Before Martinez, Chair; Huguenin and Gregersen, Members.

DECISION

GREGERSEN, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the County of Orange (County) to the proposed decision of a PERB administrative law judge (ALJ). In this case, an exclusive representative, the Orange County Attorneys Association (Association), contends that a public agency violated the Meyers-Milias-Brown Act (MMBA)¹ and PERB regulations² by negotiating in bad faith. The County denies any violation.

On November 16, 2012, the Association filed the instant unfair practice charge alleging that the County violated the duty to meet and confer in good faith during successor agreement negotiations. On April 8, 2013, the PERB Office of the General Counsel issued a complaint.

¹ The MMBA is codified at Government Code section 3500 et seq.

² PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

On April 29, 2013, the Association filed a motion to amend the PERB complaint to add the claim that the County also unlawfully imposed terms on the Association's bargaining unit on or around March 5, 2013. The Association alleged that the imposition was unlawful because, among other reasons, the terms violated portions of the Public Employees' Pension Reform Act of 2013 (PEPRA).³

On May 2, 2013, the parties participated in an informal settlement conference but the case did not settle. On May 3, 2013, the County filed an answer to the PERB complaint, denying the substantive allegations and asserting affirmative defenses, including timeliness.

The parties participated in a formal hearing on October 28-31, 2013. On the first day of hearing, the ALJ granted the Association's motion to amend the PERB complaint over the County's objection and left the record open until November 8, 2013, to allow the County time to amend its answer. The County did so that day, again denying the substantive allegations and asserting affirmative defenses. On February 19, 2014, the parties filed simultaneous closing briefs. At that point, the record was closed and the matter was submitted for decision.

The ALJ issued the proposed decision on April 28, 2014, finding that the County violated MMBA sections 3503, 3505, and 3506 and PERB Regulation 32603(a), (b), and (c). According to the ALJ, the County violated the MMBA by negotiating in bad faith and by imposing terms subject to negotiations upon the Association bargaining unit prior to reaching bona fide impasse.

On June 23, 2014, the County filed exceptions to the proposed decision, and the Association responded on July 28, 2014. On July 29, 2014, the parties were notified that the filings were complete and the matter was placed on the Board's docket.

³ PEPRA was passed by the Legislature in 2012 and modified multiple sections of the Government Code concerning public employee pensions. The portions of PEPRA implicated by the parties are at Government Code sections 31581.1, 31581.2, and 31631.

On May 12, 2015, the County sent a letter to the Board, which states, in pertinent part:

The parties . . . have settled their dispute . . . and are working on a stipulated request for dismissal. The parties mutually believe that such a withdrawal would be in the best interest of the parties and consistent with the MMBA's purpose of promoting harmonious labor relations. (*City of Lompoc* (2013) PERB Decision No. 2328-M.)

Accordingly, the parties respectfully request that the Board place final review and disposition of this matter in abeyance. The parties will prepare and submit the stipulated request for dismissal within the next 5 days.

On May 15, 2015, the Association sent a joint request for dismissal executed by both parties to the Board. In that request, the County withdrew with prejudice its exceptions to the proposed decision. The Association withdrew with prejudice its unfair practice charge in the instant matter and requested that the proposed decision be vacated. Finally, both parties requested that the Board dismiss the complaint that was filed in this matter, and that it dismiss this case in its entirety and with prejudice.

The Board has the discretion to grant or deny requests to withdraw and dismiss cases pending before the Board itself. (PERB Reg. 32320(a)(2) ["The Board itself may: . . . take such other action as it considers proper."]; *State of California (Department of Personnel Administration)* (2010) PERB Decision No. 2152-S; *Grossmont-Cuyamaca Community College District* (2009) PERB Order No. Ad-380; *Oakland Unified School District* (1988) PERB Order No. Ad-171a; *ABC Unified School District* (1991) PERB Decision No. 831b.) Here, both parties in Case No. LA-CE-814-M agree to the disposition described above. The Board has a longstanding policy favoring voluntary settlement of disputes. (*Dry Creek Joint Elementary School District* (1980) PERB Order No. Ad-81).

Based on the Board's review of the request, and the entire record in this matter, the Board finds the request to be in the best interest of the parties and consistent with the purposes of the MMBA to promote harmonious labor relations.

ORDER

The joint request by the County of Orange (County) and the Orange County Attorneys Association (Association) in Case No. LA-CE-814-M is hereby GRANTED. The County's exceptions to the proposed decision are deemed withdrawn with prejudice. The Association's unfair practice charge in this matter is deemed withdrawn with prejudice. The complaint is DISMISSED, and the proposed decision is hereby VACATED.

Chair Martinez and Member Huguenin joined in this Decision.