



**STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD**

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 521,

Charging Party,

v.

COUNTY OF MADERA,

Respondent.

Case No. SA-CE-650-M

PERB Decision No. 2477-M

March 29, 2016

Appearances: Weinberg, Roger & Rosenfeld by Kerianne R. Steele, Attorney, for Service Employees International Union, Local 521; Cota Cole LLP by Dennis M. Cota, Carolyn J. Frank and David G. Ritchie, Attorneys, for County of Madera.

Before Martinez, Chair; Winslow and Gregersen, Members.

DECISION

MARTINEZ, Chair: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the County of Madera (County) and cross-exceptions filed by Service Employees International Union, Local 521 (SEIU) to a proposed decision by a PERB administrative law judge (ALJ). The unfair practice complaint alleges that the County failed and refused to meet and confer in good faith when it unilaterally changed policy by implementing furloughs; bypassed, derogated and undermined SEIU's authority by sending two memoranda regarding the furloughs to bargaining unit employees; and derivatively denied SEIU the right to represent unit employees and interfered with unit employees' rights to be represented by SEIU. The complaint alleges that this conduct violated sections 3503, 3505 and 3509, subdivision (b), of the Meyers-Milias-Brown Act (MMBA)¹ and PERB

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

Regulation 32603, subdivisions (a), (b) and (c).² The complaint was subsequently amended to allege that the County unilaterally changed policy by repudiating contractual wage increases.

The formal hearing was held on May 3 and 4, 2011, in Sacramento, California. The case was submitted for decision after receipt of post-hearing briefs on August 26, 2011. After initial submission, the ALJ requested additional briefing on a Board decision of which SEIU had sought official notice. After the additional requested briefing was received, the case was resubmitted for decision on February 11, 2013.³ On January 27, 2015, the ALJ issued her proposed decision, concluding in favor of SEIU on the allegations relating to the furloughs and one of the two memoranda, and in favor of the County on the allegations relating to the contractual wage increases and the other of the two memoranda.

The County filed a timely statement of exceptions, supporting legal brief and request for oral argument on April 17, 2015, and SEIU filed its response, its own cross-exceptions, supporting legal brief and request for oral argument on May 11, 2015. By letter dated June 1, 2015, the Appeals Assistant notified the parties that the filings were complete.

On February 26, 2016, the parties filed a joint request to withdraw the exceptions, the unfair practice charge and the requests for oral argument with prejudice, and to vacate the proposed decision (Joint Request). According to the Joint Request, in early January 2016, the parties reached a tentative agreement resolving all underlying issues in dispute. On January 26, 2016, the County executed the final Settlement and Release Agreement, a copy of

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

³ The Board decision subject to SEIU's request for official notice is *City of Long Beach* (2012) PERB Decision No. 2296-M. The City of Long Beach appealed the Board's decision and, on August 29, 2014, the Court of Appeal issued its unpublished opinion denying the City of Long Beach's appeal and affirming the decision of the Board.

which was attached to the Joint Request. The parties cooperated in authoring the Joint Request, which they intend to give effect to the provisions of the Settlement and Release Agreement.

The Board has discretion to grant or deny requests to withdraw and dismiss cases pending before the Board itself. (PERB Reg. 32320, subd. (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.)

The Board has a longstanding policy favoring voluntary settlement of disputes, such as that achieved by the parties in this case. (*Dry Creek Joint Elementary School District* (1980) PERB Order No. Ad-81a.) The parties have entered into a comprehensive settlement agreement covering the entire dispute that gave rise to the unfair practice charge and administrative proceedings. As the County stated in the supporting legal brief:

The Agreement itself expressly states that it is entered into based on each Party’s belief that it is consistent with the promotion of harmonious labor relations between them, and therefore is consistent with the purposes of the Meyers-Milias-Brown Act; and, separately, that each Party’s own individual interests are served in resolution of the dispute through the Settlement and Release Agreement. The settlement itself serves to document a collaborative effort between the Parties toward enhanced communication and understanding, and amelioration in the labor-management relationship that is further evidenced by the joint nature of the request to withdraw the Parties’ exceptions, withdraw the charge and vacate the proposed decision.

We commend the parties on their efforts, not just in resolving this dispute but in working to improve their relationship and enhance the quality and level of their communications, so that protracted disputes like this one might be avoided in the future.

Accordingly, the Board finds granting the Joint Request to be in the best interests of the parties and consistent with the purposes of the MMBA to promote harmonious labor relations.

ORDER

The Joint Request submitted by the parties in Case No. SA-CE-650-M is granted. The County of Madera's exceptions and Service Employees International Union, Local 521's cross-exceptions, and their respective requests for oral argument, are deemed withdrawn, and the proposed decision is vacated. The unfair practice complaint and underlying unfair practice charge are DISMISSED WITH PREJUDICE.

Members Winslow and Gregersen joined in this Decision.