STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

TEAMSTERS LOCAL 986, Charging Party, v. COUNTY OF SAN DIEGO, Respondent.	Case No. LA-CE-1769-M PERB Decision No. 3006-M February 17, 2026

Appearances: Hayes, Ortega, and Sanchez by Dennis J. Hayes, Attorney, for Teamsters Local 986; Kenneth Weidmann, Senior Labor Relations Officer, for County of San Diego.

Before Krantz, Krausse, and Ortega, Members.

DECISION

KRANTZ, Member: This case is before the Public Employment Relations Board (PERB or Board) for decision based upon a stipulated record. The dispute arose during collective bargaining between Respondent County of San Diego and Charging Party Teamsters Local 986 (Teamsters).[1] The County announced that it would not credit Teamsters bargaining team members' release time for purposes of determining their overtime eligibility, and the complaint in this matter alleges the County thereby violated the Meyers-Milias-Brown Act (MMBA).[2]

[1] When this case commenced, Charging Party was known as Teamsters Local 911. Effective June 1, 2025, Teamsters Local 911 merged into Teamsters Local 986.

[2] The MMBA is codified at Government Code section 3500 et seq. All undesignated statutory references are to the Government Code.

We have reviewed the record and the parties' arguments. For the reasons explained below, we find that the County violated section 3505.3(a), thereby interfering with union and employee rights.

FACTUAL FINDINGS

As of 2022, the Association of San Diego County Employees ("ASDCE") served as the recognized exclusive representative of two County bargaining units: the Construction and Maintenance (CM) unit and the Skilled Crafts (CR) unit. Employees in these units are paid overtime at the rate of time and one-half their normal hourly rate for work hours exceeding 40 in a single work week.

In June of 2022, ASDCE and the County ratified Memoranda of Agreement (MOAs) for the CM and CR units. Each MOA included a three-year term.

Just prior to the 2022-2025 MOAs becoming effective, Service Employees International Union Local 221 petitioned to decertify ASDCE and become the new exclusive representative of the CR and CM units. Teamsters intervened in that proceeding and won decertification elections held for each unit in December 2022, thereby replacing ASDCE as the exclusive representative for both units.

On February 5, 2025, Teamsters and the County began collective bargaining for the CR and CM units. Negotiations continued over the next five months, usually on Wednesdays, until the parties reached tentative agreements on June 28, 2025. Both parties then ratified the tentative agreements, and the resulting MOAs are currently in effect until June of 2028. County employees on the Teamsters' bargaining team received release time for days they spent in negotiations in lieu of their normal work.

On February 14, 2025, Teamsters wrote to the County, seeking assurance that the County would credit bargaining team members' release time for the purpose of

determining their overtime eligibility. Teamsters asserted that if the County failed to do so, it would violate section 3505.3(a), which states that employers must "allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits" when they are engaged in collective bargaining.

The County responded on March 5, 2025, stating that it would "continue to follow" the "agreed upon language in the MOAs" and section 1.6.2 of the County's Compensation Ordinance. The relevant parts of each document are set forth below.

I. MOA Provision Regarding Exclusion of Leave from Hours Worked

Article 5, Section 2 of the 2022-2025 MOAs covering the CM and CR units, entitled "Overtime Work and Compensation," included the following provision:

> "Exclusion of Leave from Hours Actually Worked
>
> "Notwithstanding any other policy, practice, rule, regulation or Memorandum of Agreement provision (except Section 3, 'Call-Back Work') to the contrary, any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, jury duty, reporting for a draft board, compensatory time off or the investigation, preparation or presentation of a grievance, **or other release time granted for an employee to engage in lawful employee organization activity**, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable, **shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation**." (Emphasis supplied.)

This provision remains unchanged in the 2025-2028 MOAs between Teamsters and the County.

II. Compensation Ordinance Section 1.6.2

Section 1.6.2 of the County's Compensation Ordinance, entitled "OVERTIME AND FLSA/NON-FLSA COMPENSATORY TIME," includes subsection (g)(3)(b), which matches the language found in the CM and CR unit MOAs, as follows:

> "Classes Designated CM and CR. Any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, jury duty, reporting for a draft board, compensatory time off or the investigation, preparation or presentation of a grievance, **or other release time granted for an employee to engage in lawful employee organization activity**, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable, **shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation**." (Emphasis supplied.)

PROCEDURAL HISTORY

After Teamsters filed its unfair practice charge and the County responded, PERB's Office of the General Counsel (OGC) issued a complaint on May 29, 2025. The County answered the complaint on June 16, 2025, denying the material allegations and asserting a waiver defense, among others. The parties agreed to forego an evidentiary hearing in favor of submitting the matter based on a joint stipulation of facts, joint exhibits, and two rounds of briefing.[3]

[3] Our factual findings reflect the parties' factual stipulations and joint exhibits. The County's opening brief attached a witness declaration, but the declaration is not in the record and the County never moved to add it. We do not rely on the declaration, and, in any event, no facts alleged therein would impact the outcome of this case.

When briefing was complete, we directed that the record should be submitted to the Board itself for decision pursuant to PERB Regulations 32215 and 32320(a)(1).[4]

DISCUSSION

This case turns on two issues. First, the parties disagree regarding the meaning of section 3505.3(a), which requires employers to provide a reasonable amount of release time "without loss of compensation or other benefits" for employees engaged in collective bargaining and certain other activities.[5] Second, Teamsters disputes the County's waiver defense. Parts I and II below address those issues, while Part III addresses the appropriate remedy.

I. The Meaning of "Without Loss of Compensation or Other Benefits"

The full text of section 3505.3 is as follows:

> "(a) Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:
>
> "(1) Formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

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

[5] Release time is sometimes referred to as "released time," with no difference in meaning. Moreover, while the facts of this case involve release time for bargaining, the same principles apply to other forms of release time that section 3505.3 protects. Finally, bargaining release time covers not only time spent negotiating but also reasonable time for preparation and internal union caucuses. (*Oroville Union High School District* (2019) PERB Decision No. 2627, pp. 14-18 [vacated in part on other grounds].)

> "(2) Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the employee organization against the public agency or by the public agency against the employee organization.
>
> "(3) Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission.
>
> "(b) The employee organization being represented shall provide reasonable notification to the employer requesting a leave of absence without loss of compensation pursuant to subdivision (a).
>
> "(c) For the purposes of this section, 'designated representative' means an officer of the employee organization or a member serving in proxy of the employee organization."

Two decisions are central to interpreting section 3505.3(a) and its requirement to provide release time without loss of compensation or benefits. In *County of Riverside* (2013) PERB Decision No. 2307-M (*Riverside I*), we reversed a dismissal and directed OGC to issue a complaint alleging that Riverside County: (1) unilaterally changed the status quo by failing to pay shift differentials to employees who received release time for bargaining in lieu of working shifts that would have been eligible for such payments; and (2) independently violated section 3505.3(a) via the same conduct. Five years later, the Riverside County case came before us again, on appeal from a proposed decision finding liability on both claims. (*County of Riverside* (2018) PERB Decision No. 2573-M (*Riverside II*).) We affirmed, reiterating our earlier analysis. (*Id.* at p. 25.)

We proceed to explain the principles articulated in *Riverside I* and *Riverside II*, and we then apply those principles to the release time practice at issue here.

A. Applicable Principles

The MMBA is one of multiple PERB-administered statutes requiring employers to provide reasonable release time to a reasonable number of employees, without loss of compensation or benefits.[6] In *Riverside I*, *supra*, PERB Decision No. 2307-M, we noted that prior precedent mainly dealt with the number of employees to be released and the amount of release time afforded. (*Id*. at p. 29.) For those two aspects of release time, the PERB-administered statutes provide an enforceable statutory right in the absence of any collective bargaining agreement, but if an operative agreement specifies the number of employees to be released, then it controls as to that specific term, and the same is true if there is operative agreement as to the number of days or

[6] See Government Code sections 3518.5 [Ralph C. Dills Act; §§ 3512-3524]; 3524.69 [Judicial Council Employer-Employee Relations Act; §§ 3524.50-3524.81]; 3543.1(c) [Educational Employment Relations Act; §§ 3540-3549.3] (EERA); 3569 [Higher Education Employer-Employee Relations Act; §§ 3560-3599]; 3599.68 [Legislature Employer-Employee Relations Act; §§ 3599.50-3599.84]; 71635 [Trial Court Employment Protection and Governance Act; §§ 71600-71675]; 71821 [Trial Court Interpreter Employment and Labor Relations Act; §§ 71800-71828]. Moreover, since *Riverside I* and *Riverside II*, the Legislature enacted the Public Employee Communication Chapter (PECC; §§ 3555-3559), which requires MMBA employers, among other employers (see § 3555.5(a)), to grant employee representatives "reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative, or of any statewide or national employee organization with which the exclusive representative is affiliated." (§ 3558.8(a).) Leave granted under the PECC, for which the union reimburses the employer absent agreement to the contrary (see § 3558.8(b)), is "in addition to any leave to which public employees may be entitled by other laws" or by a labor agreement (§ 3558.8(g)).

hours of release time afforded. (*San Mateo County Community College District* (1993) PERB Decision No. 1030, pp. 14-16 (*San Mateo*).) Indeed, this principle is true irrespective of whether the governing statute includes a provision stating that an operative agreement will control as to the number of employees released and/or the amount of release time provided; certain PERB-administered statutes include such a provision while other statutes do not, but PERB interprets these disparate laws in the same manner. (*Ibid*.)

Riverside I, *supra*, PERB Decision No. 2307-M then contrasted those aspects of release time that are bargainable with the final aspect of release time: the requirement that release time be provided without loss of compensation and benefits. (*Id*. at pp. 29-30.) The Board therefore held that final aspect constitutes a measurable, non-waivable minimum statutory guarantee. (*Id*. at p. 30.) This holding did not conflict with *San Mateo*, *supra*, PERB Decision No. 1030, which dealt with the amount of release time. Indeed, *San Mateo* held that a union cannot prevail in a PERB charge alleging that its negotiated agreement provides a substandard "*quantity*" of release time. (*Id*. at p. 16 (emphasis supplied).) But *Riverside I* did clarify *San Mateo* in an important respect, limiting its holding to its specific context—a union challenging an agreement's provision as to the quantity of allowable release time.

Thus, in contrast to *San Mateo*, *Riverside I* and *Riverside II* concerned the statutory right that release time must be without loss of compensation or other benefits. The charging party in *Riverside I*, *supra*, PERB Decision No. 2307-M challenged Riverside County's failure to pay employees certain shift differentials and special pay premiums that they would have received if they had worked their normal

shifts instead of participating in negotiations. (*Id*. at p. 31.) In applying the law to those facts, we explained as follows:

> "The Board has described the right to released time as the right of an employee 'to continue to receive *full* compensation.' (*Anaheim [Union High] School District* [(1981)] PERB Decision No. 177, emphasis added.) With this description in mind, we construe 'loss' within the meaning of MMBA section 3505.3 as measured against the amount of pay the employee would have earned if the employee had not been 'formally meeting and conferring with representatives of the public agency on matters within the scope of representation.' To construe it otherwise would exact a penalty on employees for engaging in formal negotiations, and create a chilling effect on the exercise of protected employee rights, i.e., participation in organizational activities."

(*Id*. at pp. 32-33, footnote omitted, emphasis in original.)

Accordingly, there was no question that the union stated a prima facie case by alleging that Riverside County failed to pay employees the shift differentials and special pay premiums they would have received if they had worked their normal shifts. (*Riverside I*, *supra*, PERB Decision No. 2307-M, p. 33.) In reaching this conclusion, we clarified critical issues that are pertinent to the current case:

> "The determination of 'loss' under this interpretation of the statute does not turn on when formal negotiations are scheduled to occur. Regardless of the timing of formal negotiations, if an employee is entitled to be paid shift differentials or special pay premiums for working his or her regularly scheduled shift, then under MMBA section 3505.3, the employee is entitled to the same pay for time spent in formal negotiations on approved union released time. Otherwise, that employee would suffer a 'loss of compensation or other benefits' in violation of MMBA section 3505.3. On the other hand, if the employee is not entitled to be paid shift differentials or special pay

> premiums for working his or her regularly scheduled shift, this interpretation of loss would not apply regardless of whether formal negotiations are scheduled to coincide with shifts that carry shift differentials or special pay premiums because no 'loss of compensation or other benefits' within the meaning of MMBA section 3505.3 occurs."

(*Id*. at p. 32, fn. 19.)

When the parties litigated the case following *Riverside I*, the union was able to establish the factual predicate for its claims. This left little doubt about the outcome of *Riverside II*, *supra*, PERB Decision No. 2573-M. We reaffirmed that "loss of compensation or other benefits" must always be measured against what employees would have received if they had not been released for bargaining (*id*. at p. 26), and we found that Riverside County violated section 3505.3(a) when it announced its refusal to pay shift differentials to employees released for bargaining (*id*. at pp. 26-27).

Our decision in *Riverside II* also contextualized a passage from *Local 1605 Amalgamated Transit Union, AFL-CIO v. Central Contra Costa County Transit Authority* (N.D. Cal. 1999) 73 F.Supp.2d 1117 (*Local 1605*), which Riverside County cited as a supposed basis to reverse *Riverside I*. Specifically, the district court had written that section 3505.3 "'requires only that employee union representatives be compensated for time spent in negotiations during their regularly scheduled work hours.'" (*Riverside II*, *supra*, PERB Decision No. 2573-M, at p. 28, quoting *Local 1605*, *supra*, 73 F.Supp.2d 1117, 1125.) We noted that Riverside County erred by quoting the district court "out of context." (*Riverside II*, p. 28.) We explained:

> "Immediately before the statement [Riverside County] relies on, the court explained that the employer 'had paid [released employees] for all time spent in negotiations, including overtime hours and hours spent negotiating

> during Plaintiffs' days off.' (*Local 1605*, *supra*, 73 F.Supp.2d 1117, 1125.) It then states: 'Such compensation was not within the mandate of § 3505.3 of the MMBA, which requires only that employee union representatives be compensated for time spent in negotiations during their regularly scheduled work hours.' (*Ibid*.)"

(*Riverside II*, pp. 28-29.)

Accordingly, part of what Riverside County left unsaid was that the employer in *Local 1605* "voluntarily compensated" employees for negotiations conducted during a time when those employees were not regularly scheduled to work. (*Local 1605*, *supra*, 73 F.Supp.2d 1117, 1125.) We therefore noted that the *Local 1605* court was "offhandedly" considering an entirely different scenario from those in which a union claims its employees are earning less pay by participating in negotiations. (*Riverside II*, *supra*, PERB Decision No. 2573-M. p. 29.) The district court instead considered whether section 3505.3 could require that released employees receive more pay than they normally would have received, if negotiations involve more total hours than their regular schedules include. By answering that question in the negative, the district court in *Local 1605* matched our approach in *Riverside I*, *supra*, PERB Decision No. 2307-M, where we held that employees not regularly scheduled to be paid shift differentials have no statutory right to such differentials merely because negotiations end up occurring in whole or in part during shifts that carry differentials. (*Id*. at p. 32, fn. 19.) The *Local 1605* court explained this principle by noting that section 3505.3 does not require "paying [released employees] for their negotiating activities," but instead requires "providing wage replacement for time that [they] otherwise would have been on duty." (*Local 1605*, *supra*, 73 F.Supp.2d 1117, 1125.)

In sum, the statutory standard—"without loss of compensation or other benefits"—requires that release time and associated benefits at least equals what the released employees would have earned had they not been released for bargaining or another purpose set forth in section 3505.3. The statutory standard does not require an employer to compensate released employees with an amount greater than what they would have earned in the normal course of their employment.[7]

B. The County's Release Time Practice

Pursuant to the County's Compensation Ordinance and its MOAs with ASCDE, the County does not credit release time for purposes of determining overtime eligibility. Applying the principles outlined above, this policy leads to a loss in compensation (compared to employees' regular compensation) in those instances in which released employees would have earned overtime by working over 40 hours within a single work week in the absence of negotiations, yet they see that overtime reduced or eliminated because certain work hours are replaced by release time.

The County attempts to distinguish *Riverside I* and *Riverside II* by claiming that this case involves voluntary work outside the normal work week. We do not accept the premise that all overtime hours are purely voluntary, as the record does not indicate whether that is true, and the County itself references certain circumstances in which it requires employees to work overtime. But accepting the County's factual premise

[7] As noted in *Riverside II*, *supra*, PERB Decision No. 2573-M, the Legislature amended section 3505.3(a) effective on January 1, 2014. (*Id*. at p. 25.) The amendment expanded the purposes for which an employer must grant release time but did not change the requirement to provide release time without loss of compensation or benefits. (*Ibid*.)

would make no difference. If employees miss a shift by virtue of serving on their union bargaining team, the only means to avoid penalizing them for that statutorily protected service is to hold them harmless for it. The County's approach, on the other hand, would reduce the incentive for such employees to sign up for overtime shifts, and it would pay them less when they do so in the same week in which they miss a shift due to bargaining. This would unlawfully impair employees' "opportunity to negotiate free of procedurally induced anxieties." (*Anaheim Union High School District*, *supra*, PERB Decision No. 177, p. 13.)

The County argues that section 3505.3(a) "requires wage replacement for time that employees would otherwise have been on duty," but "does not dictate how the time spent participating in union activities impacts the calculation of hours worked for purposes of overtime." But this notion is inconsistent with the principles set forth in *Riverside I* and *Riverside II*. As noted above, those decisions clarified that section 3505.3(a) guarantees "*full* compensation," meaning that an alleged loss is measured against the amount of compensation and benefits the employee would have earned if the employee had not been engaged in negotiations. (*Riverside I*, *supra*, PERB Decision No. 2307-M, p. 32 (emphasis in original).) An employer cannot provide full compensation for work hours missed due to negotiations, measured against released employees' regular compensation, if it withholds hourly leave accruals, pension service credit, credit toward overtime, or other compensation or benefits that derive from total hours. Any such practice would cause certain released employees to receive less compensation in a pay period due to their bargaining activity, which violates *Riverside I* in that it would "exact a penalty on employees for engaging in formal negotiations, and create a chilling effect on the exercise of protected employee

rights." (*Id*. at pp. 32-33.) Indeed, it is idiosyncratic to interpret the phrase "compensation or other benefits" as including leave accruals and pension service credit but not overtime eligibility. Such an interpretation is neither the best reading of the statute's plain language, nor of precedent interpreting that language.

The County next argues it is wrong to consider release time as time worked, because "the employees utilizing release time do not perform any work for the County during this time period." Relatedly, the County asserts Teamsters' position "would lead to absurd results" such as vacation counting as hours worked for purposes of overtime eligibility. The County misapprehends the import of Teamsters' position, which only concerns release time protected under California's labor relations statutes. Teamsters' position, and our holding, simply do not cover vacation or other similar forms of leave. Nor does it matter whether an employer prefers to label release time as "time worked," provided the employer affords it the same accruals and impact as time worked. Such semantics are irrelevant under the MMBA, which is focused on holding employees harmless for their use of statutorily protected release time.

Riverside I, *supra*, PERB Decision No. 2307-M further confirms this conclusion. There, we noted that Riverside County "appears to equate union released time with being absent from work, and concludes that in either case, employees are not 'actually working' and therefore are not eligible for shift differentials or special pay premiums." (*Riverside I*, at pp. 22-23.) We rejected this argument and concluded that release time is "categorically different" from vacation or other types of leave where employees are free to attend to personal matters, as "they are participating in union activities related to the workplace." (*Id*. at p. 23.)

Finally, to the extent the County suggests that *Riverside I*, *supra*, PERB Decision No. 2307-M turned only on finding a unilateral change in past practice, that is untrue. *Riverside I* and *Riverside II* involved two separate claims: one for unilateral change and one for violating section 3505.3(a). (See *Riverside I*, at pp. 28-33; see also *Riverside II*, *supra*, PERB Decision No. 2573-M, pp. 25-30.)

II. The County's Waiver Defense

The County asserts that the 2022-2025 MOAs negotiated by ASDCE waive any right to have release time credited toward overtime eligibility. As explained below, we need not determine whether Teamsters adopted these MOAs, because such a waiver is illegal and unenforceable.[8]

[8] When one union decertifies another and replaces it as a bargaining unit's exclusive representative, the succeeding union is not contractually bound by its predecessor's MOA absent an explicit agreement to be bound. (*City of Long Beach* (2021) PERB Decision No. 2771-M, p. 11, fn. 6.) Most terms of the predecessor MOA nonetheless constitute the status quo, meaning neither party can deviate from such terms before bargaining to a good faith impasse or agreement. (*Ibid.*) But statutory rights waivers are an exception; they are purely contractual and therefore normally do not form part of the status quo. (See *San Bernardino County Superintendent of Schools* (2024) PERB Decision No. 2934, pp. 26-27 (*San Bernardino*).) Here, Teamsters may have adopted the 2022-2025 MOAs, as the parties' joint stipulation states that these contracts "were mutually minimally updated to replace the term 'ASDCE' and any related references with 'Teamsters Local 911' and the commensurate related references." Furthermore, Teamsters and the County did not commence MOA negotiations until 2025, which further suggests Teamsters may have adopted the 2022-2025 MOAs. On the other hand, the "minimally updated" 2022-2025 MOAs are not in the record, making it difficult to assess whether Teamsters agreed to be contractually bound by the 2022-2025 MOAs or merely acknowledged that they established status quo terms regarding many issues. Ultimately, there is no cause to resolve this issue given that the right to full compensation for release time cannot be waived.

While certain statutory rights can be waived via clear and unmistakable contractual waivers, others cannot. (*San Bernardino*, *supra*, PERB Decision No. 2934, p. 21.) As noted at page 8, *ante*, section 3505.3(a) sets a non-waivable statutory floor for paying release time without loss of compensation or benefits. Indeed, we have described it as "a minimum statutory guarantee that is not negotiable." (*Riverside I*, *supra*, PERB Decision No. 2307-M, p. 29.) Parties are not prevented from agreeing to release-time terms that are more generous than those required by section 3505.3(a), such as those at issue in *Local 1605*, *supra*, 73 F.Supp.2d 1117, 1125. (See *San Bernardino*, *supra*, PERB Decision No. 2934, p. 22 [where a statutory right is non-waivable, parties may nonetheless agree to more generous terms].) However, that is not what happened here. Rather, the County's MOAs with ASDCE (as well as its Compensation Ordinance) contained an illegal term.

Accordingly, even if Teamsters adopted the MOAs negotiated by its predecessor, the waiver language at issue here is not enforceable.

For these reasons, the County violated section 3505.3(a) when it failed and refused to credit release time for the purpose of determining overtime eligibility. Such a violation constitutes interference with union and employee rights under MMBA sections 3506.5(a) and (b), and PERB Regulations 32603(a) and (b). (*Riverside II*, *supra*, PERB Decision No. 2573-M. p. 30.)

III. Remedy

The Legislature has vested PERB with broad authority to decide what remedies are necessary to effectuate the purposes and policies of the MMBA and the other acts we enforce. (MMBA, § 3509(b); *Mt. San Antonio Community College Dist. v. Public Employment Relations Bd.* (1989) 210 Cal.App.3d 178, 189; *Palomar Health* (2024)

PERB Decision No. 2895-M, p. 60 (*Palomar*).) PERB remedies must serve the dual purpose of compensating for the harm a violation causes and deterring further violations. (*County of San Joaquin v. Public Employment Relations Bd.* (2022) 82 Cal.App.5th 1053, 1068.) While remedial orders must rely to a degree on estimates, that is preferable to allowing uncertainty caused by unlawful conduct to leave an unfair practice without any effective remedy. (*Palomar*, p. 60.)

With these principles in mind, to effectuate the purposes of the MMBA, the County must: (1) prospectively comply with section 3505.3(a) by crediting release time for the purpose of determining overtime eligibility; and (2) make whole any employee who would have earned overtime by working over 40 hours within a single workweek in the absence of negotiations, yet saw such overtime reduced or eliminated because certain work hours were replaced by release time and therefore not credited for the purpose of determining overtime. Teamsters will have an opportunity in compliance proceedings to establish such losses by a preponderance of the evidence.

As discussed above, section 3505.3(a) does not require employees to be paid for time spent in collective bargaining negotiations if that time exceeds the regular work hours they are missing due to negotiations. In other words, section 3505.3(a) holds employees harmless for replacing regular work time with release time but does not mandate that they are better off financially for having done so.

ORDER

Based on the foregoing, and the entire record in this case, the Public Employment Relations Board (PERB) finds that the County of San Diego violated the Meyers-Milias-Brown Act (MMBA), codified at Government Code, section 3500 et seq. Specifically, the County violated MMBA section 3505.3(a) when it failed and refused to

credit release time for the purpose of determining overtime eligibility. By the same conduct, the County interfered with the protected rights of Teamsters Local 986 (Teamsters) to represent bargaining unit employees, as well as the protected right of bargaining unit employees to be represented by Teamsters, thereby violating Government Code sections 3502, 3503, 3506, 3506.5(a) and (b), and PERB Regulations 32603(a) and (b).

Pursuant to MMBA section 3509(b), it hereby is ORDERED that the County, its governing board, and its representatives shall:

A. CEASE AND DESIST FROM:

1. Failing to credit release time for the purpose of determining overtime eligibility.

2. Interfering with the right of Teamsters to represent bargaining unit employees.

3. Interfering with the rights of bargaining unit employees to participate in the activities of an employee organization.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS TO EFFECTUATE THE POLICIES OF THE MMBA:

1. Make whole Teamsters and employees in the CM and CR bargaining units for losses (if any) caused by the County's failure to credit release time for the purpose of determining overtime eligibility. Interest shall accrue from the dates of harm to the date of payment at an annual rate of seven percent, compounded daily.

2. Within 10 workdays after this decision is no longer subject to appeal, post at all work locations where notices to CM and CR bargaining unit employees are posted, copies of the Notice attached hereto as an Appendix. An

authorized agent of the County must sign the Notice, indicating that the County will comply with the terms of this Order. The County shall maintain the posting for a period of 30 consecutive workdays. The County shall take reasonable steps to ensure that the Notice is not reduced in size, altered, defaced, or covered with any other material. In addition to physically posting this Notice, the County shall communicate it by electronic message, intranet, internet site, and other electronic means the County uses to communicate with employees in the CM and CR bargaining units.[9]

3. Notify OGC of the actions the County has taken to follow this Order by providing written reports as directed by OGC and serving such reports on Teamsters.

Members Krausse and Ortega joined in this Decision.

[9] Either party may ask PERB's Office of the General Counsel (OGC) to alter or extend the posting period, require further notice methods, or otherwise supplement or adjust this Order to ensure adequate notice. Upon receipt of such a request, OGC shall solicit input from all parties and, if warranted, provide amended instructions to ensure adequate notice.

APPENDIX

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. LA-CE-1769-M, *Teamsters Local 986 v. County of San Diego*, in which all parties had the right to participate, the Public Employment Relations Board (PERB) found that the County of San Diego violated the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq., when it failed and refused to credit release time for the purpose of determining overtime eligibility.

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

A. CEASE AND DESIST FROM:

1. Failing to credit release time for the purpose of determining overtime eligibility.

2. Interfering with the right of Teamsters Local 986 (Teamsters) to represent bargaining unit employees.

3. Interfering with the rights of bargaining unit employees to participate in the activities of an employee organization.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTION TO EFFECTUATE THE POLICIES OF THE MMBA:

Make whole Teamsters and employees in the CM and CR bargaining unit for losses (if any) caused by our failure to credit release time for the purpose of determining overtime eligibility. Interest shall accrue from the dates of harm to the date of payment at an annual rate of seven percent, compounded daily.

Dated: _____ County of San Diego

By: _____
Authorized Agent

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