

State of California

M E M O R A N D U M

TO: PERSONNEL MANAGEMENT LIAISONS      DATE: December 14, 1998  
REFERENCE CODE: 98-062

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Accounting Officers  
Employee Relations Officers  
Personnel Management Liaison  
Travel and Relocations Liaisons

FROM: Department of Personnel Administration  
Labor Relations Division

SUBJECT: PERB Decision No. 1296-S  
(Unfair Practice Case No. SA-CE-1038-S)  
California Union of Safety Employees (CAUSE) v. State of California  
(Department of Personnel Administration)

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The Public Employment Relations Board (PERB) issued a final decision in the above-entitled matter on October 22, 1998. The PERB determined that the State violated the Dills Act when it unilaterally rescinded what was determined to be a contractually established practice requiring the State to provide increases in business and travel expenses to members of Unit 7 at the same time as they were provided to excluded employees.

PERB determined that by rescinding the practice without first meeting and conferring with CAUSE, the State committed a unilateral change that violated 3519 (c) of the Act. Secondly, because this action had the additional effect of interfering with the right of the union to represent its members, the failure to meet and confer in good faith also violated section 3519 (b) of the Act. PERB also determined that Unit 7 members were unlawfully denied travel rate reimbursement increases to which they were entitled in violation of Section 3519 (a).

Specifically, PERB determined that the employer committed an unfair labor practice when, subsequent to July 1, 1997, it continued to reimburse Unit 7 employees as follows:

Breakfast	\$5.50
Lunch	\$9.50
Dinner	\$17.00
Incidentals	\$5.00
Mileage	\$.24/mile

Consistent with PERB's order, all State agencies are required to immediately take the following steps:

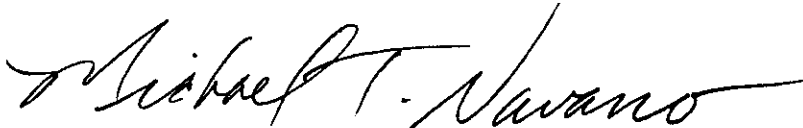
1. Effective July 1, 1997, all Unit 7 employees are entitled to the following reimbursements:

Breakfast	\$6.00
Lunch	\$10.00
Dinner	\$18.00
Incidentals	\$6.00
Mileage	\$.31/mile

2. Immediately post the attached notice at all work locations where notices to Unit 7 employees are customarily posted.
3. As of close of business December 30, 1998, every effort should be made to make whole any Unit 7 employee who incurred financial loss. Please note that the employer is also required to augment such make whole remedy by interest at the rate of seven (7) percent per year.

Consequently, all travel claims for Unit 7 employees filed between July 1, 1997, and now must be reviewed. Employees must be reimbursed the difference between the old rates and the new rates plus interest, in accordance with the PERB order. Please note that the PERB order covers only those increases described above. Other changes, e.g. elimination of the non-commercial lodging rate, are not covered by the PERB order.

Questions concerning this matter may be referred to Michael Navarro at 324-0505 or Terrie Jordan at 324-9377.



Michael T. Navarro  
Labor Relations Officer

Attachment(s)

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. SA-CE-1038-S, California Union of Safety Employees v. State of California (Department of Personnel Administration), in which all parties had the right to participate, it has been found that the State of California (Department of Personnel Administration) (State) violated the Ralph C. Dills Act (Dills Act), Government Code section 3519(a), (b) and (c). The State violated the Dills Act when it unilaterally rescinded a contractually established practice requiring the State to provide increases in business and travel expenses to members of unit 7 at the same time as they were provided to excluded employees. By rescinding the practice without first meeting and conferring with the California Union of Safety Employees (CAUSE), the State failed to meet and confer in good faith. Because this action had the additional effect of interfering with the right of CAUSE to represent its members, the failure to meet and confer in good faith also violated section 3519(b). Because the action had the further effect of denying unit 7 members travel rate reimbursement increases to which they were entitled, the State's action violated section 3519(a).

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

A. CEASE AND DESIST FROM:

1. Unilaterally rescinding the contractually established practice that required the State to provide to members of unit 7 with all increases in travel and mileage reimbursement rates given to excluded employees;
2. Interfering with the right of CAUSE to represent its members; and
3. By the same conduct, interfering with the right of members of unit 7 to participate in the activities of an employee organization.

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

1. Effective immediately upon service of a final decision in this matter, reinstate the contractually established practice of increases in business and travel expenses to unit 7 members at the same time as they are provided to excluded employees.
2. Within thirty (30) days following the date that this decision is no longer subject to appeal, make whole any unit

7 member who incurred financial loss as a result of the unilateral rescission of the contractually established practice requiring parity for business and travel expense reimbursement, including mileage. This reimbursement shall be augmented by interest at the rate of seven (7) percent per year.

Dated: 12/14/98

STATE OF CALIFORNIA  
(DEPARTMENT OF PERSONNEL  
ADMINISTRATION)

By: Michael T. Navarro  
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 BY ANY OTHER MATERIAL.

