In the Matter of:	
Los Angeles County Employees, Association (LACEA), SEIU, LOCAL 660 AFL-CIO	Hearing Officer
Charging Party	Report
vs.	on
County of Los Angeles, Department of Personnel	Case No. UFC 6.89
Respondent.	

This hearing is conducted pursuant to the provisions of the County of Los Angeles Employee Relations Ordinance No. 9646, Section 12. The parties concur that the issues presented by Case No. UFC 6.89 are now properly before the Hearing Officer designated to sit in this matter.

THE HEARING

Case No. UFC 6.89 was heard at Los Angeles, California on November 12, 1981. During the proceedings both parties were afforded full opportunity to present sworn testimony and introduce documentary evidence. Thereafter, post-hearing briefs were submitted.

APPEARANCES

LACEA, SEIU, Local 660, AFL-CIO was represented at the hearing by Leo Geffner, Attorney at Law. The appearance on behalf of management was made by Steven L. Houston, Attorney at Law, Deputy County Counsel, Labor Relations Division.

THE ISSUES

The Los Angeles County Employee Relations Commission, after investigations by its Executive Officer, authorized a hearing to be held concerning charges brought by the LACEA, Local 660, SEIU (herein called Charging Party) on July 3, 1981, alleging that the County of Los Angeles, Department of Personnel (herein called Respondent) has engaged in unfair employee relations practices within the meaning of Section 12a, subsections 1 and 3 of the Employee Relations Ordinance (herein called ERO).

THE FACTS

On February 24, 1981, Harry L. Hufford, Respondent's Chief Administrative Officer/Director of Personnel, described, in a letter to all Department and District Heads, the proposed county-wide Management Secretarial Classification Plan (herein called the Plan) and its salary impact on existing classifications. According to Hufford's March 4, 1981, letter to the Los Angeles County Board of Supervisors (herein called BOS) recommending BOS approval and requesting activities necessary for implementation, the Management Secretarial Classification Plan was designed to deal with the "severe secretarial recruitment and retention problems in county departments"[1] recognized by the BOS on September 2, 1980. The BOS adopted the Plan on March 17, 1981.

Paul Worthman, Research and Education Director for the Charging Party, in his April 6, 1981 letter to Hufford, requested information

[1]Joint Exhibit 2, page 1.

on "precisely how the proposed plan impacts on positions in existing classifications"[2] presently represented. This letter was a formal follow-up to an early March request for such information made by Stephen Cooney for the Charging Party to Phil Stone, Respondent's chief of Employee Relations.

Respondent's letter to Cooney dated April 29, 1981, addressed the eight issues raised by Worthman. The seemingly most important answers involved issue 1 (positions will be filled according to Civil Service Rules), issue 2 (approximately 1,580 positions are affected), and issue 3 (Respondent considers all new classes to be confidential management positions). The parties stipulated that during April and May, 1981, the Charging Party demanded that Respondent negotiate within the meaning of the ERO regarding the reclassification, its impact, and its implementation; that Respondent "at all times refused to negotiate as demanded"[3]; and that the parties did consult on the subject.

On May 12, 1981, Hufford recommended BOS approval of the Management Secretarial Classification Plan, as modified. The BOS adopted his recommendation on May 19, 1981 and adopted Ordinance 12,368 to establish the "classes of positions with salary schedule and level"[4] on May 26, 1981. The operative date of this new Ordinance was June 1, 1981.

The parties stipulated that:

1. Local 660 is the certified bargaining agent for the clerical unit.

[2]Joint Exhibit, p. 1.
[3]Reporter's Transcript of Proceedings, p. 9.
[4]Joint Exhibit 6, p. 1.

2. The clerical unit is composed of approximately 18,000 employees in approximately 125 separate job classifications.

3. The reclassification plan affected some 1,520 to 1,530 unit employees except for 60 employees who were already in non-represented positions.

4. No reclassified employees received a cut in salary although some were transferred to classifications that called for a lesser rate of pay than previously paid.

5. Civil Service Rule 19's provisions on layoff and rehire by seniority in job classification will apply to those re-classified under the Plan.

and 6. During the time period the Plan was being formulated, adopted, and implemented -- specifically from March 11, through May 29, 1981 -- the parties negotiated a successor Memorandum of Understanding for existing classifications and salary increases in the clerical unit which was approved by the BOS in June and became effective July 1, 1981.

Further, Respondent agreed that if Mr. Worthman were to be a witness he would testify that the Charging Party has lost dues as a consequence of union member transfers to non-represented positions under the Plan. However, Respondent was unwilling to stipulate to the voracity of such testimony.

CONTENTIONS OF THE PARTIES

The Charging Party argues that Respondent had a duty to negotiate (ERO, Section 3(0)) under both State law (Government Code, Section 3504) and the ERO (Section 6(b)) and that Respondent's failure to negotiate violates Section 12(a) (3) of the ERO. A variety of California court decisions are cited which interpret the meaning of the phrase "wages, hours, and other terms and conditions of employment." Included in these decisions as mandatory subjects of negotiations are schedule of hours, vacancies and promotions, staffing, personnel reductions, work schedules, overtime assignments to temporary employees, and layoff rules.

They further argue that under both state and Federal law reclassification of employees which transfers work from within to outside the bargaining unit, which alters salary rates and seniority, and which has an impact on the bargaining unit requires negotiation on the mandatory subjects of employment. Cited here are two 1976 decisions -- International Harvester Co., 227 NLRB No. 19, 93 LRRM 1492 and International Association of Fire Fighters Union vs. City of Pleasanton, 56 Cal. App. 3d, 959,967 -- which respectively find NLRA (Section 8(a) (5) and (1)) and Meyers-Milias-Brown Act (Section 3505) violations when employers refuse to negotiate over their unilaterally imposed reclassification decisions' impacts.

The Charging Party differentiates between the process of consultation (ERO, Section 3 (d)) and the process of negotiation (ERO, Section 3 (0)). While acknowledging that the former did occur, they argue that it is the latter which is required under both MMB and the

ERO. Since respondent refused all of Charging Party's requests for negotiation, this requirement was not met.

In addition, the Charging Party claims that the reclassification plan has substantially changed employee duties, salary schedules, and seniority computation for purposes of layoff and rehire (Civil Service Rule 19.02). Each of these, they argue, affects either wages or conditions of employment and thus are mandatory subjects of negotiation. Further, they point out that the ERO Commission has consistently provided remedies when Respondent unilaterally made changes in conditions of employment without good faith negotiations with the union.

Finally, the Charging Party argues that they have been financially damaged. Since the Plan altered the status of job classifications from being within the bargaining unit to being non-represented, dues collections have been adversely affected.

Respondent, on the other hand, contends that it has no duty to negotiate its decision to reclassify county management and executive secretarial positions. It cites Civil Service Rules, the ERO, California Code, and the 1979 and 1981 Memoranda of Understanding between it and Local 660 (which deal with the force and effect of law and management or county rights, right of the Director of Personnel to classify positions, when negotiations are not required, and what is the mandated scope of negotiations) to support this claim. In addition, Respondent argues that it has already satisfied its duty to negotiate the Plan's impact on employee working conditions. It refers here to the modification/waiver clause (Article 31) of the 1979 MOU wherein no further requirement exists for either party to

negotiate with respect to any subject or matter covered by the MOU and to the same MOU's Article 33 which states that provisions of the MOU inconsistent with applicable law, rules or regulations shall be suspended or superseded by them.

It also notes that Civil Service Rule 5 not only comprehensively addresses job classifications and the impact on affected employees, it also provides employees with a mechanism for review of perceived adverse affects. Thus Respondent argues that the Charging Parties remedy is to request such a review and, if dissatisfied, to seek judicial scrutiny.

In addition, Respondent denies that there is a requirement to negotiate in this case because, it argues, employee working conditions have not been materially or directly affected. In support of this claim, Respondent points out that no employee involved in the re-classification suffered a wage or benefit reduction.

Finally, Respondent argues no duty to negotiate exists because these employees are not properly accredited to an appropriate employee representation unit. Respondent, in referring here to ERO Sections 6(b), 7(g)(1), 8 and 9, implies that the reclassified positions must be approved as an appropriate unit, an employee organization must petition for certification as the majority representative of said unit, and the Commission certifies the employee organization as the sole negotiating representative before any requirement to negotiate on wages, hours, and other terms and conditions of employment within the unit exists.

RELEVANT ORDINANCE, AGREEMENT, STATE AND CIVIL SERVICE LAWS/RULES/CLAUSES

From Los Angeles County Employee Relations Ordinance:

Section 3. Definitions.

(c) "Confidential employee" means an employee who is privy to decisions of County management affecting employee relations....

(l) "Management Employee" means any employee having significant responsibilities for formulating and administering County policies and programs....

(o) "Negotiation" means performance by duly authorized management representatives and duly authorized representatives of a certified employee organization of their mutual obligation to meet at reasonable times and to confer in good faith with respect to wages, hours, and other terms and conditions of employment, and includes the mutual obligation to execute a written document incorporating any agreement reached. This obligation does not compel either party to agree to a proposal or to make a concession....

Section 5. County Rights.

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Section 6. Scope of Consultation and Negotiation.

(b) The scope of negotiation between management representatives and the representatives of certified employee organizations includes wages, hours, and other terms and conditions of employment within the employee representation unit.

(c) Negotiation shall not be required on any subject preempted by Federal or State law, or by County Charter, nor shall negotiation be required on Employee or Employer Rights as defined in Sections 4 and 5 above. Proposed amendments to this Ordinance are excluded from the scope of negotiation.

(d) Management representatives and representatives of certified employee organizations may, by mutual agreement, negotiate on matters of employment concerning which negotiation is neither required nor prohibited by this Ordinance.

Section 7. Employee Relations Commission.

(g) The Commission shall have the following duties and Powers:

(1) To determine in disputed cases or otherwise to approve appropriate employee representative units.

Section 8. Employee Representation Units.

(c)....and (iii) management and confidential employees shall not be included in the same unit with nonmanage- or nonconfidential employess.

Section 9. Certification of Employee Organizations.

Following notice and hearing, the Commission shall adopt rules and regulations governing the certification and decertification of employee organizations. Only employee organizations that have been certified as majority representatives of appropriate employee representation units shall be entitled to negotiate on wages, hours, and other terms and conditions of employment for such units. This shall not preclude other employee organizations, or individual employees, from conferring with management representatives on employee relations matters of concern to them.

Section 12. Unfair Employee Relations Practices.

(a) It shall be an unfair employee relations practice for the County:

(1) To restrain, interfere with, or coerce employees in the exercise of the rights recognized or granted in this Ordinance;

(3) To refuse to negotiate with representatives of certified employee organizations on negotiable matters.

From Clerical and Office Services Memorandum of Understanding Between (L.A. County) Board of Supervisors and Local 660, LACEA, SEIU July 1, 1979 - June 30, 1981.

Article 9. Employee Benefits

The parties agree that full-time, permanent employees covered by this Memorandum of Understanding shall have the same commonly accepted uniform benefits as are or may be provided at any time for the majority of other 40-hour full-time, permanent employees in other employee representation units. Such benefits are agreed to include, but are not limited to, holidays, vacation, sick leave, health insurance, mileage, retirement, severance pay, and life insurance, as now exist, but are subject to change as a result of negotiations.

Article 31. Full Understanding, Modifications Waiver

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters and hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

Article 33. Provisions of Law/Management Rights

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

It is understood and agreed that the rights of Management are defined in Section 5, of the Employee Relations Ordinance of the County of Los Angeles and shall be binding on the parties.

From California Government Code

Section 3504

(as including)..."All matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment...."

Section 3504.5

"Except in cases of emergency....the governing body of a public agency....shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted.... and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions. ( ) In cases of emergency when the governing body....determine(s) that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body....shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation."

Section 3505

"The governing body of a public agency....shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of....recognized employee organizations....and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action."

From Civil Service Rules

3.01 Director of Personnel

The Director of Personnel shall:...

(g) Classify all positions in the classified service...

5.04 Reviews and Appeals

Any employee or appointing power adversely affected by any classification action may request the Director of Personnel to review such action. Such request for review by the Director of Personnel shall be made in writing within 30 days of notification of such action, and shall specify the basis for the request. The Director of Personnel shall either amend the classification action or provide the employee with reasons for effecting no change. Except as otherwise provided in these Rules, the decision of the Director is final subject to such judicial review as provided by decisions of local administrative agencies.

19.02 Employment Status and Layoff

Layoffs and reductions shall be made by class of position and by department....

DISCUSSION

The argument that Respondent has the right to establish job classifications is sustained by the Hearing Officer. The issue here, however, is whether or not the Director of Personnel can unilaterally determine to which representation unit certain classes belong or if they may belong at all. In this case Respondent reclassified some 1,521 positions; about 60 had been outside the clerical unit while approximately 1,461 had been represented by the Charging Party. In reclassifying these positions, Respondent holds that all the newly created classes are confidential management positions and are not part of the approximately 125 classifications certified as represented by Local 660.

A comparison of the new job descriptions to those of job classifications 2126, 2128, and 2130 (79.4% of the reclassified employees were previously classified in one of the latter three positions) is instructive. The examples of duties for all three stenographic secretaries (2126 - 2130) are identical and include maintaining files of confidential nature, supervising related office work of other employees and rendering confidential services to superiors as necessary. In the new classification's job descriptions (2090 - 2124), only classes 2107 - 2124 have examples of duties which involve performing confidential and personal services as requested and the potential for assigning and supervising the work of other employees. A rough count of the reclassifications given in Joint Exhibit 14 indicates that some 1,150 positions were shifted to the Secretary and Senior Secretary jobs (which are the classes having no duties requiring the performance of condifential work nor any potential for assigning and supervising

others). Yet in their original classifications such duties existed.

Given these differences in duties and the finding that 75% of the reclassifications removed confidential and supervising duties from the class specification's examples, it is difficult for the Hearing Officer to understand Respondent's reasoning in asserting these new classes are "confidential management employees". Indeed the difficulty is exacerbated by ERO Sections 3(c) and 3(l). Since the ERO gives no definition of "confidential management employee", the assumption must be made that the affected individuals are either confidential or management employees. In order to be the former they must have a labor nexus (ERO, Section 3(c) and NLRB v. Hendricks County Rural Electric Membership Corporation, U.S. S. Ct., December, 1981); to be the latter they must have significant responsibility for formulating and administering county policies and programs. (ERO, Section 3(d), emphasis added). The duty "may assign and supervise the work of the other employees" does not, in the Hearing Officer's view, fulfill the defined condition.

Thus the Hearing Officer is not persuaded that the reclassifications belong in either the confidential or management categories. It is therefore a problem for the Hearing Officer to agree to Respondent's unilateral assertion that the new job classifications fall in the category of non-represented positions. It is true that confidential and management employees may not be included in the same unit with non-management or nonconfidential employees (ERO, Section 8(c)(iii)). However, since there is a serious question in this case as to whether these new classifications are confidential and/or management positions, it appears to the Hearing Officer that the Employees Relations Commission is the body having the right to determine the appropriateness of employee representa-

tion units (ERO, Section 7(g)(1)). Therefore, the issue of whether or not the Director of Personnel can unilaterally determine to which, if any, representation unit certain employee classes belong is answered in the negative.

Respondent raises four arguments on why it has no further duty to bargain. First, Respondent claims that having lawfully negotiated and adopted the Civil Service Rules pertaining to classifications, it has fulfilled its duty to negotiate in the present case. This claim is based on the provisions of the Article 33 in the 1979 MOU wherein applicable law supercedes any part of the MOU which is in conflict with said law. This claim seems to ignore the fact that Charging Party is not alleging an unfair bargaining practice with respect to Civil Service Rules but rather is alleging such with respect to the Plan and its implementing Ordinance 12,368.

Since the Plan was designed to deal with a problem recognized in early fall of 1980, neither the Plan nor the Ordinance passed to implement the Plan can be considered to have emergency status. Therefore, Section 3504.5 of the MBBA requiring that the governing body "give reasonable written notice....of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted" would apply. Certainly no written notice was given prior to the BOS adoption of the Plan on March 17. Nor does the record show that the BOS or its agents considered "fully.... presentations...made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action" (here the Plan) as required by Section 3505 of the MMBA. The Plan, having been adopted before written notice was given and before

any employee organization could make a presentation on behalf of its members, is therefore found to be unlawfully promulgated and thus not covered by Article 33.

Respondent's second argument on why it has no (further) duty to negotiate is based on Article 31 of the 1979 MOU wherein no requirement to negotiate exists "with respect to any subject or matter covered herein." Under NLRB policy the presence of such a "zipper clause" would waive bargaining rights only on a subject which was consciously and specifically addressed by the parties. The record does not show that any management secretarial reclassification proposal was consciously and specifically addressed by the parties either during their negotiations of the 1979 MOU or during their negotiations over the new Civil Service Rules dealing with classifications. Absent such a showing it is impossible to waive these bargaining rights even in the presence of this zipper clause. Moreover, public policy holds that even where a particular determination of an employer may not be subject to mandatory collective bargaining, negotiation is required regarding the impact of the change.[5] Thus Article 31 in the present case cannot be found to protect Respondent from a requirement to bargain either over the Plan or over the impact of the Plan.

Respondent's third argument on why it has no further duty to bargain essentially claims that no terms of employment have been affected

[5]See, for example: First National Maintenance Corp. v. NLRB, 107 LRRM 2705 (S. Ct. June 22, 1981); Board of Education of Woodstown-Piles Grove Regional School District v. Woodstown-Piles Grove Regional Educational Association, 395 A. 2d 884, 100 LRRM 2188 (N.J. App. 1978); City of Brookfield v. Wisconsin Employment Relations Commission, 275 N.W. 2d 725, 101 LRRM 2215 (Wisc. 1979); and Metropolitan Technical Community College Education Association v. Metropolitan Technical Community College Area, 203 Neb. 832, 281 N.W. 2d 201, 102 LRRM 2142 (Neb. 1979).

by the Plan. The record does contain stipulations by the Parties which bear on this issue of employment terms. The first essentially says that Civil Service Rule 19 will affect the seniority status (and thus the layoff and rehire order) of the newly reclassified employees. The Hearing Officer must agree with Charging Party's argument that seniority (and layoff and rehire) constitutes a "condition of employment" which is within the mandatory scope of bargaining under both the County's ERO and the State's MMBA.

The second stipulation says that no individual's pay was diminished as a result of the Plan. Respondent argues here that this means there was no direct or significant impact on employee working conditions. The underlying premise of Respondent's argument is that a reduction in present pay determines whether or not an impact exists. Such a premise cannot be accepted for two reasons. First, present pay is only one part of wages: wages also include the potential for future pay increases. The Plan's "red-circling" of approximately 143 positions implies that the potential future pay of these employees has been reduced. Thus wages may have been affected downward. Second, the present wages of scores of employees have been increased as a result of the Plan's up-grading of positions. Such increases obviously constitute a change. In Vernon Fire Fighters Local 2312, I.A.F.F. v. City of Vernon, 107 Cal. App. 3d. 802 (1979) the Court of Appeal held that any change in terms and conditions of employment is void where there has been no compliance with the statutory bargaining procedures. Thus under California law the enforceability of unilateral changes in terms of employment does not depend on whether or not the change constitutes a reduction.

Having rejected the premise upon which Respondent's argument rests, the Hearing Officer must also reject the argument's conclusion and find that employee wages and terms and conditions of employment were materially, directly and significantly affected as a result of the Plan. Since wages and terms and conditions were affected, a duty to negotiate over these mandatory subjects does exist.

Fourth, Respondent argues that no (further) duty to negotiate exists because the employees are not in an accredited representation unit. It has already been noted (p. 5 supra) that under International Fire Fighters v. City of Pleasanton, supra, the California Court of Appeals held that the unilateral removal of employees from the bargaining unit constitutes a violation of the MMBA. Such removal is therefore illegal and an illegal action cannot be used to avoid that which is legally required. To allow otherwise would run counter to California judicial determination (as stated in Vernon Fire Fighters v. City of Vernon, supra, that "the employer's fait accompli thereafter makes impossible the give and take that are the essence of labor negotiations" (p. 823, Cal. Reporter, June, 1980) and "would be at direct odds with the purpose of the MMBA." (idem). This argument is therefore rejected in its entirety.

Finally, Respondent argues that Charging Party's sole remedy is request review of the Plan under Civil Service Rule 5.04. However, a reading of that Rule suggests two problems with this line of reasoning. First, only those "adversely affected by any classification action may request" such review. This may effectively limit review rights to the (approximately) 143 "red-circled" employees: the Rule may well not allow for review requests from the other 1,378 reclassified employees. This potential limit on the reviews allowed is at variance with dictum in the Vernon

case that the enforceability of unilateral changes in terms of employment does not depend on a showing of adverse impact. Second, even if the Director of Personnel were to allow all 1,521 affected employees rights to review, Charging Party would still be isolated from this process. Under Rule 5.04 requests for review can be made by "any employee or appointing power." Clearly, since Charging Party is neither, it has no rights under Rule 5.04. Thus, both because the Civil Service rules are subject to the Vernon ruling and because Charging Party would not be able to access Rule 5.04 rights, the Hearing Officer does not find Respondent's argument as to appropriate remedy compelling.

Charging Party, on the other hand, suggests that this Hearing is the appropriate forum for determining whether or not an unfair labor practice has occurred by Respondent's actions in refusing to negotiate over the Plan. The Hearing Officer agrees. (On the other hand, it is impossible to agree to the entire remedy proposed by Charging Party.) Since the record is not clear as to the monetary losses the Union itself sustained, its suggestion that the amount of compensation from the County to the Union be determined in further proceedings with the Commission retaining jurisdiction is wise. The International Harvester Co. remedy set forth in Charging Party's brief (p. 21-22), however, creates a problem. That remedy calls for restoring the status quo ante and compensating employees for their financial losses. In the present case, no employee experienced a financial loss. Indeed, most experienced a gain. The Hearing Officer is unwilling to place these employees in the position of having to return "overpayments" since they were in no way responsible for these events. Indeed, to restore the status quo ante by re-re-classifying the employees affected by the Plan back to

their initial positions would also place undue hardship on them by reducing their current pay levels. Again, the Hearing Officer is unwilling.

Given all of the above, the Hearing Officer's Finding and Remedies are:

FINDING AND REMEDIES

Finding: Respondent did violate Sections 12(a)1 & 3 of the Employee Relations Ordinance by refusing to provide information to, and refusing to negotiate with LACEA, SEIU, Local 660, AFL-CIO, over both the Management Secretarial Reclassification Plan and the impact of this Plan during the period February 24, 1981 to July 3, 1981.

Remedy:

1. Respondent is to return the 1,460 - 1,470 positions it unlawfully removed from the clerical unit to that unit in their present job designations of "Class Specifications, Items No. 2094 thru 2124."

2. Respondent is to cease and desist from making future changes in the 1,520 - 1,530 positions affected by the Management Secretarial Reclassification Plan and in these employees' wages, hours, and other terms and conditions of employment without negotiating with Local 660.

3. Respondent is to fulfill its statutory duty to bargain with Local 660 over the determination of seniority for these 1,520 - 1,530 positions as well as over wages, hours, and any other terms and conditions of employment.

4. The amount of compensation the County shall pay to Local 660 for its dues losses shall be determined in a future Hearing before a Commission-appointed Hearing Officer. The Commission shall retain jurisdiction over this issue of making the Union whole.

Submitted this 3rd day of May, 1982

by:

Naomi Berger Davidson
Hearing Officer