STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION, Charging Party, v. STATE OF CALIFORNIA (DEPARTMENT OF CORRECTIONS & REHABILITATION), Respondent.	Case No. SA-CE-1595-S PERB Decision No. 2154-S December 30, 2010

Appearances: Carroll, Burdick & McDonough by Gregg McLean Adam and Jennifer S. Stoughton, Attorneys, for California Correctional Peace Officers Association; State of California (Department of Personnel Administration) by Will M. Yamada , Labor Relations Counsel, for State of California (Department of Corrections & Rehabilitation).

Before Dowdin Calvillo, Chair; McKeag and Wesley, Members.

DECISION

McKEAG, Member: This case comes before the Public Employment Relations Board (PERB or Board) on appeal by the State of California (Department of Corrections & Rehabilitation) (State or CDCR) of a proposed decision by an administrative law judge (ALJ). The charge alleged that CDCR violated the Ralph C. Dills Act (Dills Act)[1] when it unilaterally removed retired annuitants from State Bargaining Unit 6 (BU 6) and refused to comply with a contractual obligation to withhold fair share fees from their paychecks. California Correctional Peace Officers Association (CCPOA) alleged this conduct constituted a violation of Dills Act sections 3513.6 and 3515.7.

[1] The Dills Act is codified at Government Code section 3512 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code.

The ALJ held that since retired annuitants were included in BU 6 as part of the Board's original unit determination, CDCR violated the Dills Act when it unilaterally removed these employees from BU 6. Consequently, the ALJ ordered CDCR to cease and desist from removing the retired annuitants from BU 6 and also ordered CDCR to make CCPOA whole for the fees it did not collect as a result of its unlawful conduct.

We have reviewed the entire record in this case and conclude that retired annuitants were never included in BU 6 and, therefore, were not unlawfully removed from BU 6 by CDCR. In addition, since we find retired annuitants are not in BU 6, the State did not have a duty to collect agency fees on behalf of CCPOA from retired annuitants performing work as correctional officers. Accordingly, for the reasons set forth below, the Board reverses the ALJ's proposed decision and dismisses the charge.[2]

FINDINGS OF FACT

CDCR is a State employer within the meaning of section 3513, subdivision (j). CCPOA is the recognized employee organization within the meaning of section 3513, subdivision (b) and the exclusive representative for BU 6.

Section 3513(h) of the Dills Act grants the Board the power to determine appropriate bargaining units for State employees. Section 3521 sets forth the criteria for such unit determinations. Pursuant to this power, the Board, in 1978, initiated a series of hearings to determine the bargaining units for State employees. (*Unit Determination for the State of*

[2] The State requested oral argument in this matter. Historically, the Board has denied requests for oral argument when an adequate record has been prepared, the parties had ample opportunity to present briefs and have availed themselves of that opportunity, and the issues before the Board are sufficiently clear to make oral argument unnecessary. (*United Teachers of Los Angeles* (*Valadez, et al.*) (2001) PERB Decision No. 1453; *Monterey County Office of Education* (1991) PERB Decision No. 913.) Based on our review of the record, all of the above criteria are met in this case. Therefore, the State's request for oral argument are denied.

California (1979) PERB Decision No. 110-S (*State Unit Determination*).) Over 27,000 pages of testimony was elicited from various parties during these hearings. (*Ibid.*) Based on these hearings, the Board established 20 bargaining units for State employees. Included in that determination was BU 6, the Correctional Unit. (*Ibid.*)

A. Union Security Provisions

The Dills Act grants a union that has been recognized as an exclusive representative for a State bargaining unit to negotiate with the State for union security provisions in the form of fair share fees or maintenance of membership. Relevant to this discussion, the most recent memorandum of understanding (MOU) between the parties states:[3]

> 3.02 Agency Shop
>
> Since CCPOA has certified that it has a CCPOA membership of at least fifty percent (50%) of the total number of full-time employees in Unit 6, CCPOA is allowed to collect a 'fair share' fee from non-CCPOA members who are employees in Bargaining Unit 6.
>
> The fair share shall operate in accordance with the following:
>
> A. The State employer agrees to deduct and transmit to CCPOA all deductions authorized on a form provided by CCPOA, and pursuant to Government Code Section 3515.7, to deduct and transmit to CCPOA all fair share fees from State employees in Unit 6 who do not elect to become members of CCPOA. The State employer agrees to deduct and transmit all deductions and fair share fees during the life of this MOU and after the expiration of this MOU until: (1) a successor agreement is reached, or (2) implementation of the State's last, best and final offer after negotiations, whichever comes first. The State shall deduct and transmit fair share fees effective with the first pay period following ratification of this MOU. Such authorized dues

[3] Although the MOU between the parties expired on June 30, 2006, it continues in effect unless changed through negotiations or the implementation of the employer's "last, best, and final offer" after impasse is reached in negotiations. (Dills Act § 3517.8)

> deductions and fair share fees shall be remitted monthly to CCPOA along with an adequate itemized record of deductions. CCPOA shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of fair share fees and CCPOA agrees to hold the state employer harmless for any such action.

A. Retired Annuitants

Retired annuitants have been performing temporary work in BU 6 since at least 1994. According to Timothy Virga[4] (Virga), the chief deputy warden at California State Prison Sacramento, CDCR employed a limited number of retired annuitants, primarily parole agents, as recently as 2002. However, since approximately 2005, there has been a significant increase in the use of retired annuitants due to understaffing at the prisons.

Since June 2006, Jacquelyn Ann Cervantes (Cervantes) has been a senior labor relations officer at DPA. For the prior 13 years, she worked in labor relations for CDCR. In the Fall of 2001, Cervantes was a member of the State bargaining team negotiating a successor MOU with CCPOA.

Cervantes testified that during bargaining in 2001, CCPOA negotiator Steve Weiss (Weiss) raised the subject of retired annuitants working in correctional officer positions. He was interested in bringing the retired annuitants into BU 6 and making them pay dues. Weiss was informed by State negotiators that they did not believe that retired annuitants were part of BU 6. In fact, when asked whether CCPOA attorneys believed that retired annuitants were covered by the Dills Act, Weiss told State negotiators that it was "questionable." State

[4] Prior to his current assignment, Virga was employed as a labor relations officer at the Department of Personnel Administration (DPA) and chief of labor relations at CDCR from February 2002 to April 2007. Before that assignment, Virga was a correctional officer and counselor, from 1983 to 2002, and he served in various capacities for CCPOA, including chapter president and chief negotiator from 1984 to 1998.

negotiators invited CCPOA to submit a bargaining proposal regarding retired annuitants, but CCPOA did not take further action.

B. Administrative Treatment of Retired Annuitants

Donald Cathey (Cathey) is a correctional officer and the CCPOA chapter president at the California Correctional Center (CCC) in Susanville. On December 4, 2007, the day before attending the hearing in this matter, Cathey went to the personnel office at CCC and asked to see the document signed by retired annuitants when they are hired. He was given a copy of a Notice of Personnel Action Report of Appointment (NOPA) for a "Civil Service Retired Employee" hired as a "Correctional Officer." The particular appointment would expire on June 30, 2008. In part, the document informs the retired annuitant employee that "[f]or collective bargaining purposes, you have been designated as rank and file in bargaining unit 06."

The State Controller's Office (SCO) withholds fair share fees from the paychecks of those employees represented by a union who do not wish to become members and pay dues. Notwithstanding the designation on the NOPA, the SCO does not automatically collect dues and/or fair share fees for retired annuitants. In 1994, SCO informed State unions that it would not collect fair share fees from retired annuitants unless they submitted a completed form. To date, however, CCPOA has not requested that SCO collect fair share fees from retired annuitants.

According to Arle Simon, a SCO program manager for collective bargaining support, most of the unions representing State employees do not collect fair share fees from retired annuitant employees. Presently, there are only four bargaining units in which retired annuitants pay fair share fees.

C. CCPOA's Grievance Regarding Retired Annuitants

On November 10, 2006, CCPOA attorney Ronald Yank (Yank) sent a letter to Virga, then the chief of labor relations at CDCR. Yank stated that CCPOA recently became aware that CDCR was using retired annuitants as correctional officers. He asked that the letter be considered a grievance over the use of retired annuitants to perform bargaining unit work. He also stated that a separate violation of the MOU was the employer's failure to collect and forward dues or fair share fees to CCPOA for the retired annuitants.

On December 28, 2006, Virga denied the grievance on behalf of CDCR. No fair share fees have been withheld from the paychecks of retired annuitants working in the bargaining unit represented by CCPOA.

DISCUSSION

The threshold issue in this case is whether retired annuitants working as correctional officers are in BU 6 by operation of the 1979 *State Unit Determination*. In that case, the Board determined that all state employees working as correctional officers, parole agents, and correctional counselors would be in a single bargaining unit. (*State Unit Determination.*) Consequently, CCPOA argues that since the retired annuitants are performing bargaining unit work, CCPOA should be entitled to collect agency fees from the annuitants. CDCR, on the other hand, argues that retired annuitants were not included in BU 6 pursuant to *State Unit Determination* and, therefore, the State did not have a duty to collect agency fees on behalf of CCPOA.

In *State Unit Determination*, the Board established 20 bargaining units for State employees. In determining the appropriate bargaining units for the State's workforce, the Board conducted extensive hearings and developed a record in excess of 27,000 pages. Using

facts from this record, the Board applied the unit determination criteria set forth in Dills Act section 3521. According to the Board:

> We have sought to place employees with an internal and occupational community of interest in appropriate units; we have considered the effect such units will have on the meet and confer relationships and on the efficient operations of the employer; we have weighed the effect of a particular configuration of employees on the operations of the employer, on the objectives of providing the employees the right to effective representation, and on the meet and confer relationship itself; and we have paid particular attention to the impact on the meet and confer relationship created by the fragmentation of employees and on the proliferation of units.

Based on this review, the Board concluded, among other things, that State employees working as correctional officers, parole agents, and correctional counselors would be in a single bargaining unit, BU 6.

It is noteworthy that retired annuitants, as a class of employees, were not considered by the Board when it formulated its decision. This is significant because retired annuitants do not enjoy the same benefits or rights as those held by full-time employees. For example, retired annuitants are at-will employees who may only work 960 hours per fiscal year. They do not accrue vacation or sick leave. They are hired to perform a specific job on a temporary basis and are not eligible to either promote or laterally transfer. Moreover, the use of retired annuitants limits hiring, promotions and overtime for full-time employees. Consequently, the use of retired annuitants potentially poses a direct conflict with the interests of full-time employees.

In light of the substantial distinctions between retired annuitants and full-time employees, we find that an analysis of the unit determination criteria set forth in Dills Act section 3521 regarding these distinctions is a necessary prerequisite to the inclusion of retired

annuitants in BU 6. Accordingly, since such an analysis was not performed by the Board, we find retired annuitants were not included in BU 6 by operation of the *State Unit Determination* case.

A. Previous Board Decision

The Board has considered the status of retired annuitants in one case arising under the Higher Education Employer-Employee Relations Act (HEERA)[5]. In *Unit Determination for Technical, Skilled Crafts, Service and Professional Employees of the University of California (Lawrence Livermore National Laboratory Casual Employees)* (1983) PERB Decision Nos. 290-H and 290a-H (*Lawrence Livermore I*), the Board considered the appropriate unit placement of various casual employees working at the Lawrence Livermore National Laboratory (LLNL). Retired annuitants (referred to in the decision as indeterminate-time retired employees) was one of the groups considered by the Board.

After conducting a full evidentiary hearing, the Board concluded that retired annuitants had the same benefits and working conditions as part-time employees (referred to in the decision as indeterminate-time employees), except that the retired annuitants received the pension and/or social security benefits that they earned as full-time employees. The Board decided that since part-time employees were appropriately included in the bargaining unit, retired annuitants would be properly included in the bargaining unit as well.

Notwithstanding this finding, both parties stipulated that retired annuitants be excluded from the various bargaining units at LLNL. In light of the Board's conclusion, it rejected the stipulation. However, to satisfy the mutual desire of the parties, the Board construed the stipulation as an amendment of the parties' initial unit petitions to exclude retirees. Thereafter,

[5] HEERA is codified at section 3560 et seq.

the Board accepted the parties' constructive deletion of retirees from their petitions and determined that retired annuitants were not included in the unit.

B. Retired Annuitants Are Not Automatically Placed In Bargaining Units

The Board's decision in *Lawrence Livermore I* stands for the proposition that retired annuitants are not automatically placed in units containing full-time employees performing similar tasks. Rather, retired annuitants will be placed in such units if they are included in a unit determination or modification petition and if, following a full unit hearing, the Board determines they are appropriately placed in that unit.

Here, there is nothing in the record to suggest that the initial unit petitions for correctional officers sought to include retired annuitant into BU 6. Indeed, as discussed above, the Board did not conduct any analysis regarding the appropriate placement of retired annuitants or, alternatively, any analysis of the employment distinctions unique to retired annuitants. Accordingly, consistent with *Lawrence Livermore I*, we find retired annuitants in this case were not automatically placed in BU 6 by operation of the *State Unit Determination* case. Therefore, the State did not breach its duty to collect agency fees on behalf of CCPOA for retired annuitants performing work as correctional officers.

The Board has held that parties may not utilize the unfair practice procedure to circumvent the unit modification process. (*Berkeley Unified School District* (2005) PERB Decision No. 1744 (*Berkeley*).) Here, the instant charge seeks the addition of retired annuitants to BU 6 without reference to the unit modification process. Therefore, pursuant to *Berkeley*, CCPOA's charge is invalid and is properly dismissed.

In reaching this decision, we do not express an opinion regarding the appropriate unit placement for retired annuitants. That determination is properly made pursuant to the unit

modification process. (*Berkeley.*) Consequently, if CCPOA desires the inclusion of retired annuitants in BU 6, they must file a petition for unit modification in accordance with PERB Regulation 32781.[6]

The dissent argues that since the Board in *Unit Determination for Technical, Skilled Crafts, Service and Professional Employees of the University of California (Lawrence Livermore National Laboratory Casual Employees)* (1983) PERB Decision No. 290a-H (*Lawrence Livermore II)* determined that retired annuitants were properly included in units containing full-time employees performing similar tasks, retired annuitants working as correctional officers are properly placed in BU 6. For the reasons set forth below, we respectfully disagree.

In *Lawrence Livermore II*, the University of California sought reconsideration of the *Lawrence Livermore I* decision on the basis that it did not agree to the constructive deletion of retired annuitants from the unit determination petition. Based on this statement, the Board reversed its determination that retired annuitants were not included in the unit determination petition and applied its prior analysis regarding the appropriate unit placement of retired annuitants. (*Lawrence Livermore II.*)

In reaching its decision, the Board did not reverse the portion of *Lawrence Livermore I* that concluded retired annuitants were not in the bargaining unit because they were not included in the initial unit determination petition. Instead, the Board merely applied its prior analysis regarding the appropriate unit placement of retired annuitants. Consequently, the *Lawrence Livermore* line of cases continue to stand for the proposition that retired annuitants are not automatically placed in units containing full-time employees performing similar tasks.

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

With regard to the Board's analysis in *Lawrence Livermore II*, the Board held:

> The single difference that all of the retirees receive pension and/or social security benefits, so that their work eligibility is limited to 90 days of employment in any one year at the risk of losing retirement benefits, is not sufficient to distinguish the two types of indeterminate time employees and exclude the retirees from the unit.

We find the Board's cursory analysis in *Lawrence Livermore II* is not dispositive in this case, and further analysis pursuant to a petition for unit modification is necessary in order to determine the appropriate placement of the retired annuitants.

C. Administrative Treatment Of Retired Annuitants

In its appeal, CCPOA notes that retired annuitants are informed upon returning to State service that they are in BU 6. In addition, CCPOA notes that it was informed by the SCO that agency fees could be collected from retired annuitants upon request. Last, CCPOA notes that in 2001, the State's chief negotiator invited CCPOA to make a bargaining proposal regarding the collection of dues and/or agency fees from the retired annuitants. According to CCPOA, these factors provide strong indicia that retired annuitants are in BU 6.

PERB, however, is vested with the exclusive authority to determine appropriate bargaining units for State employees. Thus, to the extent the actions of the SCO conflict, or are otherwise inconsistent, with PERB's unit determinations, PERB's determinations control. Consequently, the actions of the SCO have little probative value regarding the bargaining unit placement of State employees.

With regard to the bargaining proposal, Cervantes testified that during bargaining in 2001, CCPOA asked State negotiators about collecting dues from retired annuitants. According to Cervantes, CCPOA was informed that the State did not believe retired annuitants

were covered by the union security provisions in the MOU, but the State would entertain a bargaining proposal to address the issue.

At most, this evidence shows the parties were unsure about the status of retired annuitants. However, given PERB's exclusive authority to determine appropriate bargaining units, the subjective belief of the parties regarding the appropriate unit placement of the retired annuitants is irrelevant. Accordingly, we find these arguments lack merit.

D. CCPOA's Failure To Submit A CD-88 Form To The SCO

Even if the Board was to find that retired annuitants are members of BU 6 by virtue of the *State Unit Determination* decision, we would nonetheless conclude that CDCR's failure to deduct fair share fees from retired annuitants in BU 6 did not violate the Dills Act. The complaint alleged that CDCR's failure to deduct the fees constituted an unlawful unilateral change. A unilateral change in terms and conditions of employment constitutes a "per se" violation of Dills Act section 3519, subdivision (c)[7] if: (1) the State breached or altered the parties' written agreement or its own established past practice; (2) such action was taken without giving the other party notice or an opportunity to bargain over the change; (3) the change was not merely an isolated breach of the contract, but amounts to a change in policy (i.e., it has a generalized effect or continuing impact upon bargaining unit members' terms and conditions of employment); and (4) the change in policy concerns a matter within the scope of representation. (*State of California (Department of Personnel Administration)* (1998) PERB Decision No. 1296-S; *Grant Joint Union High School District* (1982) PERB Decision No. 196.)

[7] Dills Act section 3519, subdivision (c) makes it unlawful for the State to "[r]efuse or fail to meet and confer in good faith with a recognized employee organization."

We find no unilateral change here. SCO does not automatically deduct fair share fees from the paychecks of retired annuitants.[8] Instead, since 1994 a union has been required to submit a CD-88 form to the SCO in order for fair share fees to be collected from retired annuitants. It is undisputed that CCPOA has never submitted a CD-88 form. Because CCPOA failed to follow this procedure, neither CDCR nor SCO has ever been obligated to deduct fair share fees from retired annuitants in BU 6. Thus, the State's failure to deduct the fees was not a unilateral change in policy.

CONCLUSION

The Board finds retired annuitants were never included in BU 6 and, therefore, were not unlawfully removed from BU 6 by CDCR. In addition, since retired annuitants are not in BU 6, the Board finds the State did not breach its duty to collect agency fees on behalf of CCPOA from retired annuitants performing work as correctional officers. However, even if retired annuitants were in BU 6, there was no breach of the duty to bargain because, due to CCPOA's failure to file the proper form with SCO, the State has never been obligated to collect fair share fees from retired annuitants in BU 6.

ORDER

The complaint and underlying unfair practice charge in Case No. SA-CE-1595-S are hereby DISMISSED.

Chair Dowdin Calvillo joined in this Decision.

Member Wesley's concurrence/dissent begins on page 14.

[8] It is the SCO, not CDCR, that deducts fair share fees and remits them to the appropriate union.

WESLEY, Member, concurring and dissenting. I respectfully dissent from the majority's determination that retired annuitants are not included in State Bargaining Unit 6 (BU 6).

On July 1, 1978, the State Employer-Employee Relations Act (SEERA)[1] became effective, granting collective bargaining rights to state employees. Thereafter, the Public Employment Relations Board (PERB or Board) began the process of deciding appropriate bargaining units. In *Unit Determination for the State of California* (1979) PERB Decision No. 110-S (*Unit Determination No. 110-S)*, the Board applied the criteria set forth in section 3521 to establish 20 State of California (State) bargaining units comprised of appropriate job classifications.

In establishing BU 6, the Board found "a unit of corrections employees to be appropriate." The Board stated, "Employees in this unit share a community of interest within the meaning of section 3521(b)(1) based on their involvement in the custody, supervision and treatment of wards and inmates . . . ." (*Unit Determination No. 110-S,* p. 27.)

In phase III of the process for deciding appropriate units, the Board considered which employees and positions should be excluded from the bargaining units as managerial, confidential or supervisory employees, or otherwise excluded pursuant to section 3513(c). (*Unit Determination for the State of California* (1980) PERB Decision No. 110c-S.) The Board found that "the essence of [the statute] is to extend SEERA rights to all State employees except those proven to be managerial, confidential, or supervisory." (*Ibid.*, p. 2; emphasis in

[1] SEERA was later named the Ralph C. Dills Act (Dills Act).

original; fn. omitted.) The Board reached conclusions on most exclusions, but remanded certain disputed employee exclusions to a hearing officer.

In *Unit Determination for the State of California* (1981) PERB Decision No. 110d-S (*Unit Determination No. 110d-S)*, the Board adopted the hearing officer's findings that intermittent employees are included in the appropriate units, but casual trades employees are excluded because they are not State employees.[2]

These decisions establish that the Board placed positions in the bargaining units on the basis of related job classifications. There is no indication the Board intended to exclude employees in the same classifications who work in less than permanent, full-time positions, such as retired annuitants.

In more recent decisions, the Board has continued to hold that employees in less than permanent, full-time positions are included in the bargaining units. In *State of California (Department of Personnel Administration)* (1985) PERB Decision No. 532-S, a case involving a decertification effort in State Bargaining Unit 1, the Board stated:

> [T]here is no dispute that both permanent-intermittent employees and temporary-intermittent employees are members of Unit 1. Both groups of intermittent employees are employed in the job classifications listed in that unit by PERB in [*Unit Determination No. 110-S].*

In *State of California (Department of Personnel Administration), supra,* PERB Decision No. 787-S, the Department of Personnel Administration filed a unit modification petition seeking to remove seasonal lifeguards from the bargaining unit, claiming they were not State employees. The Board held that seasonal lifeguards are civil service State employees

[2] In *State of California (Department of Personnel Administration)* (1990) PERB Decision No. 787-S, the Board overruled the approach applied in *Unit Determination No. 110d-S* for deciding whether an employee has civil service status.

covered by the Dills Act and remain in the bargaining unit. The seasonal nature of the classification did not have any bearing on whether the position was included in the bargaining unit. In *State of California, Department of Personnel Administration* (1991) PERB Decision No. 871-S, the Board held that the cook classifications held by members of the California Conservation Corps, whether seasonal or limited term, are State civil service employees for purposes of the Dills Act and the classifications are included in a bargaining unit.

After the Higher Education Employer-Employee Relations Act (HEERA)[3] was enacted, the Board issued a series of decisions establishing the bargaining units for employees of the University of California (University). In *Unit Determination for Technical, Skilled Crafts, Service and Professional Employees of the University of California (Lawrence Livermore National Laboratory Casual Employees)* (1983) PERB Decision No. 290-H, the Board considered whether retired annuitants (termed indeterminate-time employees) should be included in the bargaining units. The Board concluded that the differences in benefits and limits on the length of employment for retired annuitants did not serve to exclude retired annuitants from the University bargaining units.[4]

Based on these cases, I find that the retired annuitants working in the classifications included in BU 6, are appropriately included in the bargaining unit.

I concur, however, in the majority's determination that the State's failure to deduct fair share fees from retired annuitants in BU 6 did not violate the Dills Act.

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[3] HEERA is codified at section 3560 et seq.

[4] The Board initially excluded retired annuitants based on a perception that during the hearing the unions no longer sought to include retired annuitants in the bargaining units. The Board reversed this determination on reconsideration and held retired annuitants are included in the various University bargaining units. (*Unit Determination for Technical, Skilled Crafts, Service and Professional Employees of the University of California (Lawrence Livermore National Laboratory Casual Employees)* (1983) PERB Decision No. 290a-H.)

The State Controller's Office (SCO) is responsible for collecting fair share fees and remitting them to the unions that exclusively represent the employees in the State bargaining units. In approximately 1994, the SCO initiated an automated fair share fee program. At that time, all unions were informed by the SCO that they must submit a form (CD-88) to request the SCO to collect fair share fees from retired annuitants. SCO Program Manager Arle Simon (Simon) testified that at present four unions have submitted the appropriate form to initiate the collection of fair share fees from retired annuitants within their bargaining units. Simon testified that on numerous occasions she spoke with California Correctional Peace Officers Association (CCPOA) representative Ralph Guerrero, explaining that CCPOA simply needed to submit the form to obtain fair share fees from retired annuitants. Simon stated that the form is available on the SCO website.

I concur in the majority's finding that because CCPOA failed to utilize the procedure that SCO explained to union representatives, the State did not breach a duty to collect fair share fees from retired annuitants in BU 6.