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

CALIFORNIA DEPARTMENT OF FORESTRY EMPLOYEES ASSOCIATION,)))	
Charging Party,)	Case No. S-CE-392-S
)	
v.)	Request for Reconsideration
)	PERB Decision No. 734-S
STATE OF CALIFORNIA (CALIFORNIA) DEPARTMENT OF FORESTRY AND FIRE) PROTECTION),)	PERB Decision No. 734a-S
)	August 24, 1939
Respondent.)	

Appearances: Department of Personnel Administration by Roy J. Chastain, Labor Relations Counsel, for State of California (California Department of Forestry and Fire Protection).

Before Hesse, Chairperson; Porter, Craib, Shank, and Camilli, Members.

DECISION

HESSE, Chairperson: The California Department of Forestry and Fire Protection (Forestry) requests reconsideration of PERB Decision No. 734-S, issued by the Public Employment Relations Board (PERB or Board) on May 3, 1989. In that decision, the Board affirmed the Board agent's dismissal of the allegation that Forestry interfered with the employees' rights in violation of section 3519(a) of the the Ralph C. Dills Act (Dills Act).[1] With

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[1] **Ralph** C. Dills Act is codified at Government Code section 3512 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code. Section 3519 provides, in pertinent part:

It shall be unlawful for the state to:

(a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise

regard to the allegation that Forestry interfered with the rights

of the California Department of Forestry Employees Association

(Association), the Board reversed the Board agent's dismissal and

found that the alleged statement stated a prima facie case that

Forestry interfered with the rights of the Association. The

Board ordered that the General Counsel issue a complaint alleging

a violation of section 3519(b) of the Dills Act.

<div align="center">DISCUSSION</div>

PERB Regulation 32410(a) states, in pertinent part:

> Any party to a decision of the Board itself
> may, because of extraordinary circumstances,
> file a request to reconsider the decision
> . . . The grounds for requesting
> reconsideration are limited to claims that
> the decision of the Board itself contains
> prejudicial errors of fact, or newly
> discovered evidence or law which was not
> previously available and could not have been
> discovered with the exercise of reasonable
> diligence.

In its request for reconsideration, Forestry asserts that

the Board's decision contains an error of law, because the Board

failed to address: (1) whether the section 3519(b) allegation

was a separate allegation from the section 3519(a) allegation;

and (2) whether the section 3519(b) allegation should be deferred

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> to interfere with, restrain, or coerce
> employees because of their exercise of rights
> guaranteed by this chapter.
>
> (b) Deny to employee organizations rights
> guaranteed to them by this chapter.

to final and binding arbitration.[2] Forestry fails to allege that the Board's decision contains either prejudicial errors of _fact_ or newly discovered evidence or law. Rather, Forestry argues that the Board failed to apply the strong policy of deferral to arbitration under the Dills Act and pursuant to the Board's decision in Lake Elsinore School District (1987) PERB Decision No. 646. As Forestry's arguments do not constitute grounds for reconsideration under PERB Regulation 32410(a), the request for reconsideration must be denied.

<u>ORDER</u>

The request by State of California (Department of Forestry and Fire Protection) that the Board grant reconsideration of PERB Decision No. 734-S is DENIED.

Members Porter, Craib, Shank, and Camilli joined in this Decision.

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[2]The Board found that the alleged statement, wherein Forestry threatened that there would not be a contract, states a prima facie violation of section 3519(b), independent of section 3519(a). As the allegation that Forestry interfered with the rights of the employee organization is not covered by an applicable provision in the parties' collective bargaining agreement, this allegation is not subject to deferral to arbitration.