STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

FULLERTON UNION HIGH SCHOOL DISTRICT PERSONNEL AND GUIDANCE ASSOCIATION, Charging Party, v. FULLERTON UNION HIGH SCHOOL DISTRICT, Respondent.	Unfair Practice Case No. LA-CE-28 PERB Decision No. 53 5/30/78

Appearances: Thomas C. Agin, Director, California Pupil Services Labor Relations, for Fullerton Union High School District Personnel and Guidance Association; Lee T. Paterson (Paterson & Taggart) for Fullerton Union High School District.

Before Gluck, Chairman; Gonzales and Cossack Twohey, Members.

OPINION

This is the Board's second decision in this case. The first decision, Fullerton Union High School District (7/27/77), EERB Decision No. 20, remanded the case to the hearing officer for the taking of additional evidence on the issue of whether the Fullerton Union High School District unlawfully failed to meet and negotiate with the Fullerton Union High School District Personnel and Guidance Association on the subjects of counselor and psychologist case loads. The case was remanded because the stipulated record originally submitted to the Board by the parties had no evidence regarding the nature of the work performed by counselors and psychologists, and presented no facts showing what, if any, relationship exists between counselor and psychologist case loads and the matters specifically enumerated as within the scope of representation in Government Code section 3543.2. The hearing officer was

instructed not to render another proposed decision and the transcript was returned directly to the Board itself.

FACTS

The issue framed by the parties in their briefs was whether the District unlawfully failed to meet and negotiate on the subjects of counselor and psychologist case loads. The District admitted by stipulation that it had refused to negotiate on these subjects on the ground that case loads are outside the scope of representation defined in Government Code section 3543.2.[1] The record on remand more specifically discloses that the actual written proposal presented by the Association was:

> In regards to working conditions, we are concerned about the following areas:
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> 1. Improved ratio between counselors and students and between psychologists and students.

This written proposal was subsequently supplemented by oral proposals by the Association. The first recommended that the past practice of a 1 to 400 counselor to student average daily attendance ratio be continued. The second asserted that the Association would like a counselor to student average daily attendance ratio of 1 to 250. The third proposed an 18 or 19 percent salary increase for what the counselors called an "increased workload."

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[1]Gov. Code sec. 3543.2 provides:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code.... All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating....

The "increased workload" allegedly resulted from the District's April 1976 action reducing from 37 to 26 the number of counselors and psychologists serving the District's eight high schools and one continuation school. The average daily attendance has increased after the reduction so the remaining 26 professionals presently do the work formerly done by the 37.

Counselors perform both guidance functions and personal counseling functions. Guidance functions involve giving information on programs related to college, financial aid, careers, employment and work experience programs. Personal counseling functions include social, disciplinary and school attendance counseling.

A counselor testified that a counselor's "case" is represented by a single student or group of students. The term is not defined by written District policy. One or a number of sessions may be required to process a case involving either guidance or personal counseling functions. There is no standard as to how much time a counselor must deal with a student. The counselor makes that determination. The counselor may work only with the student, or additionally with the student's family, probation officer, doctor or other referring persons, teachers or administrators and social agencies.

The District's witness, the assistant superintendent for personnel services, testified that counselors are not assigned "cases." The witness stated that in 1976 the District's board of trustees determined how many dollars it would spend on counseling services, determined how many counselors the dollars would pay and then apportioned the counselors, or more specifically, counselor hours, to each school based on the average daily attendance at each school. In the past, the District has accepted a 1 to 400 counselor to student average daily attendance ratio. Once counselors are assigned

to the schools, it is the responsibility of the principal at each school to assign their work according to the needs of the particular school.

The counselors work with the principal to discover the needs of the students at the particular school and to set up the guidance program each year. There are certain basic things which must be done each year such as scheduling students, testing and the career center, but other programs are additional such as leading a peer counseling group or working with parents in an evening program.

There is an established work week of seven and one-half hours per day. However, since the reduction in the number of counselors and psychologists in April 1976, a counselor witness testified that her duties have required her to work longer than seven and one-half hours a day. For instance, the witness does not take coffee breaks and works with students during her lunch hour. The District office has never stated that the counselors are required to work additional hours, nor has it told the counselors not to take coffee or lunch breaks, but it has not reduced their assigned responsibilities and the average daily attendance has increased. Absent a statement from the District that their duties and responsibilities would be reduced, the counselor stated the counselors probably have reduced the personal counseling somewhat in addition to increasing hours, rather than give up the guidance functions necessary for the school to maintain a smooth working schedule.

The two main types of students with whom the psychologists deal are those directed for placement in educationally disadvantaged programs or handicapped student programs. The psychologists' primary responsibility is to screen students for these special education programs on referrals from counselors and other people who have students they wish to have considered for a special help situation. This involves a good deal of contact with parents, special education teachers and other people relevant to the situation, as well as the

student. A psychologist witness stated the psychologists are pressured by the District to keep the special education programs filled or else the programs will be disbanded and psychological services reduced since psychologists' salaries come from special education funds.

Presently there are employed the equivalent of four and three-fifths psychologists while before April 1976 there were five and three-fifths. Psychologists are assigned to particular schools. Now the fewer psychologists service the same number of schools previously serviced when the additional psychologist was employed. The District has not given them any instructions regarding the number of students they are to process. When the psychologists are assigned to a campus, the students at that particular campus needing special education services are referred to them. The psychologists must meet these needs plus whatever additional requirements an individual campus may have for non-special educational services. For instance, some schools are interested in having psychologists counsel groups of students who have attendance or behavior problems, or do in-service work with teachers. At the time of the reduction in psychologists, they were asked by the District to focus primarily on special education because they could not be expected to do as many non-special education activities as in the past. However, the actual demands from the individual campuses have varied and some have continued to make the demands made in previous years for non-special education activities. Since the reduction in personnel, the psychologist testifying has felt under increasing demands to provide services for students and to meet these demands she has worked later in the afternoon and taken fewer breaks.

Psychologists are not assigned to schools on an average daily attendance basis. Some schools have more special education programs than others and each program requires a different quantity of psychological services. The District board of trustees decides how much time will be allotted to

psychological services and assigns the time to the various campuses based upon the recommendation of the person in charge of psychological services.

The evidence showed that the District discussed the Association's proposal to some extent in negotiations. The District stated it did not consider counselor to student average daily attendance ratio to be important because it assigned the counselors to perform certain functions at a school rather than work with a certain number of students. The District also stated that if the counselor to pupil average daily attendance ratio increased case load, then the counselors should still work only seven and one-half hours and meet with their school administration to set priorities on counseling functions so they would only perform the most vital functions and ignore the ones they did not have time for.

The District's witness, the assistant superintendent for personnel services, repeated this position at the hearing. He testified that if the number of counselors is reduced and they continue to do the same thing, the case load would obviously increase. But the District's position is that they perform functions and each school principal should make a determination, along with the counselors, of what functions should be performed and what functions should be dropped. Thus, in the summer of 1976 when the number of counselors and psychologists was reduced, their case loads should not have increased.

DISCUSSION

The facts obtained upon the remand of this case indicate the District did discuss the proposals presented by the Association on the subjects of counselor and psychologist case loads. After discussion, the District concluded the proposals were outside the scope of negotiations. The Board

finds that this conclusion was erroneous and that the District therefore failed to meet and negotiate in good faith with the Association on these subjects.

The actual proposals concerned the counselor to student average daily attendance ratio and increased salary for an increased ratio. In their stipulated facts, the parties chose to characterize these proposals as concerning counselors' and psychologists' case loads. These differences are unimportant. The evidence shows that in April 1976, the number of counselors and psychologists in the District was reduced from 37 to 26. The student population serviced since that date has increased and the District has not taken firm steps to reduce the amount of functions the counselors and psychologists must perform for that population. Since the work to be performed remains the same as previous to the reduction in personnel, logically the number of hours worked by the remaining employees must increase or the quality of the work performed must decline. The record reflects that both of these results have occurred. The fewer remaining counselors and psychologists are in fact working additional hours. Also, the quality of their work has declined since their additional hours do not compensate for all of the hours lost when the ten counselors and one psychologist were released in 1976. The remaining counselors and psychologists spend less time on certain functions and on each case.

The District argues that the work day is fixed at seven and one-half hours, and the counselors and psychologists should discuss with their respective school principals the functions which should be eliminated to enable them to complete their work within their work day. We need inquire no further. This argument in itself admits that the amount of the counselors' and psychologists' case load or functions performed for a given student average daily attendance is related to hours. The proper place

for such discussions is at the negotiations table, not in the principals' offices. Negotiations on hours must include not only the stated length of the work day, but the ability of the employees to complete their assigned work within the work day. Setting the hours of the work day is meaningless if the work can never be performed within those hours.[2]

The Board also finds these subjects are related to "class size." In placing class size among the subjects included within the terms and conditions of employment, the Legislature made a statutory decision on an issue that has divided courts in many states. Class size is the archetype of a subject that includes aspects strongly involving both working conditions and educational policy issues. Where statutes are not as explicit as the Educational Employment Relations Act, some courts have decided that class size is so related to policy issues that it should not be included in the scope of negotiations.[3] Other courts have emphasized the relationship to workload

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[2]California, federal and other state cases finding case load or workload negotiable do not relate those subjects specifically to "hours," but only to "wages, hours and other terms and conditions of employment" generally. Since the Educational Employment Relations Act delimits the phrase "and other terms and conditions of employment," those cases may not be applicable precedent. Dublin Professional Fire Fighters, Local 1885 v. Valley Community Services Dist. (1975) 45 Cal.App.3d 116; Fire Fighters Union v. City of Vallejo (1974) 12 Cal.3d 608; Los Angeles County Employees Assn., Local 660 v. County of Los Angeles (1973) 33 Cal.App.3d 1; Gallenkamp Stores Co. v. NLRB (9th Cir. 1968) 402 F.2d 525, fn.4 [69 LRRM 2024, enforcing 162 NLRB 498, 64 LRRM 1045]; NLRB v. Bonham Cotton Mills, Inc. (5th Cir. 1961) 289 F.2d 903 [48 LRRM 2086, enforcing 121 NLRB 1235, 42 LRRM 1542]; Beacon Piece Dyeing & Finishing Co., Inc. (1958) 121 NLRB 953, [42 LRRM 1489]; Board of Education v. Englewood Teachers Assn. (1973 N. J. Supreme Ct.) 85 LRRM 2137; Boston Teachers Union v. School Committee (1976 Mass. Supreme Judicial Ct.) 93 LRRM 2205.

[3]E.g., West Irondequoit Teachers Assn. v. Helsby (1974) 35 N.Y.2d 46 [358 N.Y.S. 720, 315 N.E.2d 775, 87 LRRM 2618]; City of Beloit v. Wisconsin Employment Relations Board (1976) 73 Wis.2d 76 [242 N.W.2d 231, 92 LRRM 3318].

in deciding that class size is negotiable.[4] The Legislature undoubtedly knew of this controversy when it decided to include class size among the negotiable terms and conditions of employment.

The Board believes the Legislature did not intend to be so arbitrary as to include class size within the scope of negotiations and exclude the essentially identical concept of counselor and psychologist case loads. The entire language of section 3543.5 is focused on the concerns of teachers. This is primarily because Senate Bill 160[5] was supported by teacher associations for its teacher members who constitute the vast majority of professional and certificated educational employees. Because the focus of Senate Bill 160 was on teachers, the Board believes that the Legislature did not intentionally exclude the almost identical concerns of other professional, certificated employees from the scope of negotiations. In the present case, case loads are concerns of the counselors and psychologists almost identical to the class size concerns of teachers.

Two aspects of class size most often discussed in cases deciding whether class size is negotiable show the similarities between class size for teachers and case load for counselors and psychologists. These are workload and work quality.

Since teachers are responsible for their students' progress and must evaluate each student, their workload increases as the number of students for which they are responsible increases. Similarly, counselors must perform

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[4]E.g., West Hartford Education Assn. v. DeCourcy (1972) 162 Conn. 566 [295 A.2d 526, 80 LRRM 2422]; Clark County School District v. Local Government Employee-Management Relations Board (1974) 90 Nev. 442 [530 P.2d 114, 88 LRRM 2774].

[5]Senate Bill 160, Chapter 961 of the Statutes of 1975, was codified in Government Code section 3540 et seq., which the Board refers to as the Educational Employment Relations Act.

certain functions for all students to which they are assigned. All students need guidance counseling. While not all students need personal counseling, as the number of students assigned by counselor to student average daily attendance ratio or psychologist function increases, so will the number of students needing such counseling. Clearly, the work required to be performed by counselors increases as the number of students for whom they are responsible increases. Similarly, psychologists will inevitably get more referrals when they are assigned by function to a larger pool of students.

Teachers contend that as professional employees, they are concerned not only with the amount of work they perform but also with the quality of that work. They argue that their teaching effectiveness suffers when class size increases. Counselors and psychologists also are professional employees concerned about their effectiveness. It seems clear that as these employees become responsible for more and more students, the amount of time they have to spend on each student and, therefore, the quality of counseling or evaluation must decrease. The record indicates that as the counselor to student average daily attendance ratio increased, counselors had to cut back on personal counseling and voluntarily increase hours.

The Board believes it would be illogical to find that counselor and psychologist members of a certificated employees unit[6] cannot negotiate about case load which is an issue essentially identical to class size, an issue the teacher members of the unit have a clear right to negotiate. Since the issues involved in negotiating class size and case load are essentially identical, the Board finds that counselor and psychologist case load is related to class size.

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[6]Although in this case, counselors and psychologists are in a separate unit pursuant to a consent agreement between the parties, the Board, in Grossmont Union High School District (3/9/77) EERB Decision No. 11, decided that counselors and psychologists can appropriately be included in a certificated employee's unit.

ORDER

It is hereby ordered that the Fullerton Union High School District, its board members, superintendent and representatives, shall cease and desist from refusing to meet and negotiate in good faith with the Fullerton Union High School District Personnel and Guidance Association on the subjects of counselor and psychologist case loads.

By: Raymond J. Gonzales, Member

Harry Gluck, Chairman

Jerilou Cossack Twohey, Member

EDUCATIONAL EMPLOYMENT RELATIONS BOARD

OF THE STATE OF CALIFORNIA

In the Matter of the FULLERTON UNION HIGH SCHOOL DISTRICT PERSONNEL AND GUIDANCE ASSOCIATION, Charging Party, vs. FULLERTON UNION HIGH SCHOOL DISTRICT, Respondent.	)	Unfair Case No. LA-CE-28

Appearances: Thomas C. Agin, Director, California Pupil Services Labor Relations, for Fullerton Union High School District Personnel and Guidance Association.

Lee T. Paterson, Paterson & Taggart, for Fullerton Union High School District.

Before Franklin Silver, Hearing Officer.

STATEMENT OF THE CASE

On September 27, 1976 the Fullerton Union High School District Personnel and Guidance Association (hereafter "Association" or "charging party") filed an unfair practice charge against the Fullerton Union High School District (hereafter "District" or "respondent") alleging a refusal to meet and negotiate in good faith in that the District unilaterally determined the location of negotiating sessions and refused to negotiate counselor and psychologist caseloads. On October 11, 1976 the District filed an answer denying that it had committed an unfair practice and a motion to dismiss the charge on the grounds that it had not been alleged that

an impasse existed.[1/] An informal conference was conducted on November 16, 1976, but no resolution of the matter was reached and the case was set for hearing. The parties subsequently submitted a stipulation of facts to be considered in lieu of a hearing, and this decision is based upon the stipulated facts and briefs submitted by the parties.

SUMMARY OF STIPULATED FACTS

The District is located in Orange County. It has an average daily attendance of approximately 15,000, with seven high schools and one continuation school. The District has 1,175 employees, 670 of whom are certificated personnel, 7 of whom are psychologists, and 29 of whom are counselors. The Association was recognized as exclusive representative of all counselors and psychologists in the District on May 17, 1976. On July 28, 1976, the parties agreed to ground rules for negotiations including a rule stating that the location of negotiating sessions was subject to negotiation. Representatives of the parties agreed that a negotiating session would be held on September 18, 1976 in the District's board room. At the September 18 meeting, no agreement was reached as to the location of the next meeting, but at least nine subsequent meetings were held at the board room or the Superintendent's conference room. After September 18, the Association did not propose any other location for negotiations.

At the September 18 meeting, and at various times thereafter, the District's representative refused to negotiate the issues of psychologist and counselor case-

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1/ The motion to dismiss was not preserved at the time stipulated facts were submitted and is not urged in the District's brief. Accordingly, it is not addressed herein.

loads, stating, according to the stipulated facts, that these matters were "not within the scope of negotiations set forth in Government Code Section 3543.2." 2/ During the course of negotiations the Association has made use of copying facilities and clerical assistance made available by the District. As of the date that the stipulated facts were submitted, impasse had not been declared and the parties were continuing to meet and negotiate.

The stipulated facts of the parties are adopted as the findings of fact by the hearing officer.

ISSUES TO BE DETERMINED

1. Did the District fail to meet and negotiate in good faith by unilaterally determining the site for negotiations?

2. Did the District fail to meet and negotiate in good faith by foreclosing discussion of counselor and psychologist caseloads?

CONCLUSIONS OF LAW

1. Site for Negotiations

The Association initially contends that the District has demonstrated bad faith by failing to agree to a site for bargaining other than the District's board room. Assuming that such a failure to reach agreement might in a proper case be grounds for finding that an unfair practice had been committed, the facts in the present case will not support such a finding. After the initial bargaining

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2/ All statutory references hereafter are to the Government Code unless otherwise noted.

session the Association did not propose an alternative site. The facts do not indicate that the District refused to consider alternative sites nor that it unreasonably opposed any suggestions of alternative sites. Under these circumstances, this aspect of the charge must be dismissed.

2. Refusal to Negotiate over Caseloads

The central question in this case is whether the District was required to negotiate over psychologist and counselor caseloads. Section 3543.2 of the Educational Employment Relations Act (hereafter "Act") defines the scope of representation as follows:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8. In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

Initially, it is contended that caseloads for counselors and psychologists are analogous to class size for teachers, and that since the latter is specifically enumerated as being within the scope of representation, it may be reasonably inferred that the legislature intended to include caseloads as well.

While there is an inherent logic to the proposition that caseloads should be as fully negotiable as class size, the statutory language in this respect is unambiguous and limits the subjects of meeting and negotiating to wages, hours, and those items specifically enumerated under terms and conditions of employment. This limitation is plainly set forth by the first sentence of Section 3543.2, which states that the scope of representation "shall be limited...." The statutory language, therefore, does not permit an interpretation of the term "class size" beyond its plain and ordinary meaning.

Although the term "caseload" is not listed as a term or condition of employment, it may well be that certain aspects of a discussion of caseloads will involve wages, hours, or other enumerated terms and conditions of employment such as evaluation procedures. It would seem that a fruitful discussion of hours of employment might of necessity involve a discussion of the caseloads to be serviced within those hours, and it could well be that salary proposals, such as a proposal for premium pay, would be related to caseloads. To completely foreclose discussion of caseloads before determining whether this subject relates to matters within the scope places an artificial limitation on negotiations not contemplated by Section 3543.2.

This approach to the problem of caseloads is similar to that taken in Los Angeles County Employees Association, Local 660 v. County of Los Angeles, 33 C.A. 3d 1 (1973). There the court was confronted with the question of whether the size of caseloads for social workers was within the scope of representation of the Meyers-Milias-Brown Act, defined broadly as "wages, hours, and other terms and conditions of employment" (Sections 3504, 3505), or whether caseloads were outside the scope under the exception stated in Section 3504 reserving to management "consideration of the merits, necessity, or organization of any service or activity

provided by law or executive order." The county argued that consideration of the size of caseloads would necessarily impinge upon the manner in which the county fulfilled its statutory responsibility in determining eligibility for public assistance, and that therefore this subject fell outside the scope. The court noted that all management decisions might plausibly affect both areas of mandatory service to the public and working conditions of public employees, and held that the county must at least engage in limited negotiations over caseloads:

> Section 3505 requires the governing body of the public agency, or its representatives, to "meet and confer in good faith regarding wages, hours, and other terms and conditions of employment...." There is no reason why the public agency cannot discuss those aspects of the caseload problem, even though the "merits, necessity, or organization" of the service must be outside the scope of the required discussion. Whether such limited discussion is likely to be fruitful is nothing the public agency should prejudge. 33 C.A. 3d at 5. 3/

In the context of the Educational Employment Relations Act, the requirement to meet and negotiate in good faith includes a willingness to consider the possible relationship between matters not specifically enumerated as being within the scope of representation and those subjects which are clearly within scope. This means that when a subject arises in the course of meeting and negotiating, the employer cannot simply refuse to discuss that subject on the grounds that it does not literally fall within the scope of representation. If, after discussion,

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3/ See also, Fire Fighters Union v. City of Vallejo, 12 C. 3d 608 (1974), in which the California Supreme Court refused to limit prematurely the scope of arbitration, which under the Vallejo City Charter was coextensive with the scope of representation, although the city contended that certain union proposals, including one for constant manning procedures, i.e. workload, were outside the scope of arbitration because they involved the "merits, necessity or organization" of the fire fighting service and were therefore reserved to management. Thus, the Court indicated that the management rights provision in the Meyers-Milias-Brown Act, while acting as a limitation on the manner in which a negotiating dispute may ultimately be resolved, does not prevent a discussion of subjects which have ramifications beyond the scope of representation.

it is apparent that the exclusive representative is making a proposal which does not relate to any of the enumerated subjects within the scope of representation, it is then appropriate for the employer to take the position that the proposal is outside scope and that it will not negotiate over the proposal.[4/]

Insofar as a discussion of psychologist and counselor caseloads might relate to subjects within scope of representation, the refusal of the District to negotiate caseloads on the ground that this subject was outside the scope of negotiations set forth in Section 3543.2 constitutes a refusal to meet and negotiate in good faith in violation of Section 3543.5(c), and derivatively Subsection (b).

[4/] Section 3543.2, in addition to defining the scope of representation, provides that the exclusive representative of certificated personnel has the "right to consult" over, among other things, the "definition of educational objectives." This provision comports with the preamble (Section 3540) which states that the purpose of the Act is "to promote the improvement of personnel management and employer-employee relations within the public school systems of California...and to afford certificated employees a voice in the formulation of educational policy." It is quite likely that a discussion of the size of caseloads would be relevant to consultation over educational objectives. Cf. San Juan Teachers Association v. San Juan Unified School District, 44 C.A. 3d 232, 247-8 (1974).

The District contends that under Section 3543.2 there is no category of permissive subjects of bargaining such as exists under the National Labor Relations Act. See NLRB v. Wooster Division of the Borg-Warner Corp., 356 U.S. 342, 42 LRRM 2034 (1958). Arguably, however, the right to consult creates an obligation which has some elements similar to permissive subjects of bargaining. The facts presented do not indicate whether the Association requested to "consult" over caseloads, and, if so, how the District responded. Therefore, it is not necessary to determine the extent of the obligations imposed on an employer when requested to consult over subject matter which is outside the scope of representation.

ORDER

Upon the foregoing findings of fact, conclusions of law, and the entire record of this case, it is hereby ordered:

I. The unfair practice charge by the Fullerton Union High School District Personnel and Guidance Association that the Fullerton Union High School District refused to meet and negotiate in good faith by unilaterally determining the site for negotiations is dismissed.

It is further ordered that:

II. The Fullerton Union High School District, its Board members, superintendent and representatives shall:

A. CEASE AND DESIST FROM:

Refusing to meet and negotiate in good faith with the Fullerton Union High School District Personnel and Guidance Association with regard to psychologist and counselor caseloads insofar as these may relate to subject matter within the scope of representation;

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

1. Prepare and post at each of its schools and work sites for twenty (20) working days in conspicuous places, including all locations where notices to employees are customarily posted, copies of this order; and

2. At the end of the posting period, notify the Los Angeles Regional Director of the Educational Employment Relations Board of the action it has taken to comply with this order.

Pursuant to Title 8, California Administrative Code Section 35029, this recommended decision and order shall become the final decision and order of the Board itself on April 18, 1977 unless a party files a timely statement of exceptions. See Title 8, California Administrative Code Section 35030.

Dated: April 4, 1977.

Franklin Silver
Hearing Officer