STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

CITY AND COUNTY OF SAN FRANCISCO, Employer, and SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION, Petitioner, and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021, Exclusive Representative.	Case No. SF-SV-136-M PERB Order No. Ad-532-M August 27, 2025

Appearances: San Francisco City Attorney's Office by Carmen Leon, Attorney, for City and County of San Francisco; Messing Adam & Jasmine by Matthew Taylor, Attorney, for San Francisco Deputy Sheriffs' Association.

Before Banks, Chair; Krantz and Paulson, Members.

DECISION

PAULSON, Member: This case is before the Public Employment Relations Board (PERB or Board) on appeal by San Francisco Deputy Sheriffs' Association (DSA) from the dismissal of a severance petition it filed under the Meyers-Milias-Brown Act (MMBA) and PERB Regulations.[1] DSA's initial petition (Initial Petition) sought to remove four classifications of employees of the City and County of

[1] The MMBA is codified at Government Code section 3500 et seq. PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. All undifferentiated statutory references are to the Government Code.

San Francisco (City) from bargaining units exclusively represented by Service Employees International Union Local 1021 (SEIU) and place them in an already existing unit DSA exclusively represents. PERB's Office of the General Counsel (OGC) issued an Order to Show Cause (OSC) initially determining, among other things, that DSA's petition was improper, because a severance petition may not be used to transfer employees from one bargaining unit into a different, already existing unit. In response to the OSC, DSA filed an amended petition (Amended Petition). In the Amended Petition, DSA deleted two classifications and proposed placing the remaining affected employees in a new bargaining unit consisting only of themselves. However, OGC determined that the Amended Petition was untimely and dismissed it.

Having reviewed the parties' arguments on appeal and the entire record in the case, we find that neither the Initial Petition nor the Amended Petition complied with PERB Regulations. We therefore deny DSA's appeal and affirm OGC's dismissal.

BACKGROUND

The City is a public agency under MMBA section 3501(c). DSA is a recognized employee organization under MMBA section 3501(b) and the exclusive representative of Bargaining Unit 37 of City employees. SEIU is a recognized employee organization under MMBA section 3501(b) and the exclusive representative of multiple bargaining units of City employees, including Bargaining Units 24 and 27.

On March 20, 2024, DSA filed the Initial Petition under the MMBA and PERB Regulation 61400 to sever Medical Examiner's Investigators I and II, and Institutional Police Officers from Bargaining Unit 24, and Medical Examiner's Investigators III from Bargaining Unit 27. In the Initial Petition, DSA sought to place the severed employees in Bargaining Unit 37, an existing unit it exclusively represents. At the time DSA filed

the Initial Petition, the affected employees were covered by a Memorandum of Understanding (MOU) between SEIU and the City having a term of July 1, 2022 through June 30, 2024. Both the City and SEIU opposed the Initial Petition.

On August 14, 2024, OGC issued an Order to Show Cause (OSC) why the Initial Petition should not be dismissed. In the OSC, OGC initially determined that the Initial Petition was not a proper severance petition because it did not seek to create a bargaining unit "consisting of" the severed employees, but rather sought to add them to an existing bargaining unit. OGC further determined that, even if PERB's severance procedures permitted such a petition, DSA had not alleged sufficient facts to support removing the employees from their existing bargaining units and placing them in Bargaining Unit 37.

On September 11, 2024, DSA filed a response to the OSC along with the Amended Petition. The Amended Petition deleted Institutional Police Officers and Medical Examiner's Investigators I, and sought to create a new bargaining unit consisting of Medical Examiner's Investigators II and III. When DSA filed the Amended Petition, the City and SEIU had entered into a successor MOU, with a term of July 1, 2024 through June 30, 2027. Both the City and SEIU opposed the Amended Petition.

On May 29, 2025, OGC issued an Administrative Determination finding that the Amended Petition was untimely, relying on PERB Regulation 61400(b), which states, "Whenever a memorandum of understanding exists, a severance petition or an amendment to a severance petition must be filed during the 'window period' defined by Section 61010." OGC concluded that the most recent window period for filing an

amended petition was March 2 to April 1, 2024.[2] DSA had argued that the Amended Petition was timely pursuant to PERB Regulation 61260(a), which provides in relevant part, "[a] petition [for certification or recognition] may be amended to correct technical errors or to add or delete job classifications from the proposed unit at any time prior to the issuance of a notice of hearing." DSA noted that PERB Regulations for representation cases arising under the MMBA direct that a severance petition be filed as "a petition for certification in accordance with the provisions of Article 3 of this Chapter," which include Regulation 61260(a). (PERB Reg. 61400(a).) OGC rejected this argument, finding that Regulation 61400(b) was specifically intended to be applied in severance cases, whereas Regulation 61260(a) describes a more general rule.

OGC reasoned in the alternative that, even assuming PERB Regulation 61260(a) applied to severance petitions, and thus allowed amendments outside the window period to "correct technical errors," the Amended Petition fundamentally altered the Initial Petition by proposing to create a new bargaining unit rather than adding the affected classifications to Bargaining Unit 37. On the basis of this reasoning, OGC dismissed the Amended Petition.

DSA timely appealed claiming that PERB Regulations 61260(a) and 61400(b) are in conflict, and argues that Regulation 61260(a) should control. DSA further argues that the Amended Petition's revision of the proposed bargaining unit—from placing the affected employees in Bargaining Unit 37 to creating a new unit—was a

[2] PERB Regulation 61010 defines the "window period" as "the 29-day period which is less than 120 days but more than 90 days prior to the expiration date of a lawful memorandum of understanding negotiated by the public agency and the exclusive representative."

harmless, nonprejudicial, technical change that was permissible under Regulation 61260(a).

The City filed an opposition to DSA's appeal. The City argues that PERB Regulation 61400(b) applies to severance petitions, whereas Regulation 61260(a) applies to amendments to petitions for certification or recognition. The City therefore contends that the Amended Petition could not be timely filed outside the window period, and urges us to uphold OGC's dismissal.

DISCUSSION

When appealing an administrative determination, the appellant must demonstrate how or why the challenged decision departs from the Board's precedents or regulations. (*City and County of San Francisco* (2022) PERB Order No. Ad-497-M, p. 15; *Children of Promise Preparatory Academy* (2018) PERB Order No. Ad-470, p. 4.)

To resolve the parties' arguments on appeal, we clarify which provision—PERB Regulation 61260(b) or 61400(b)—applies when a severance petitioner under the MMBA seeks to amend their petition. As we explain, we find that the more specific Regulation 61400(b) applies, not Regulation 61260(a). We explain that this conclusion is compelled by the plain text of PERB Regulations, their overall structure, and the contract bar doctrine.

We also address Board precedent predating these Regulations, distinguishing between technical and material amendments to a representation petition where the contract bar doctrine applies. We find that a petitioner cannot materially amend its petition at a time when the contract bar doctrine would prohibit filing a new petition.

Here, the Amended Petition sought to correct a fatal defect in the Initial Petition, making the amendment "material," rather than technical. Thus, even if Regulation 61400(b) implicitly allowed amendments to correct technical errors to a severance petition outside the window period and while a contract is in effect, which it does not, DSA's Amended Petition would still be untimely.

We conclude that, because neither the Initial Petition nor the Amended Petition complied with PERB Regulations, both must be dismissed and the case closed.

To provide context for our discussion of the relevant concepts in this case, we begin with the contract bar doctrine.

I. Severance petitions must be filed during a window period because of the contract bar doctrine.

The contract bar doctrine refers to the general principle that a collective bargaining agreement may bar representation elections involving covered employees for its duration. The rule has been a pillar of American labor law since the earliest days after Congress enacted the National Labor Relations Act. (See *Nat'l Sugar Ref. Co. of New Jersey* (1939) 10 NLRB 1410, 1415.) The purpose of the rule is to strike a balance between two interests: "the interest in such stability as is essential to encourage effective collective bargaining, and the sometimes conflicting interest in the freedom of employees to select and change their representatives." (*Reed Roller Bit Co.* (1947) 72 NLRB 927, 929.)

The proper balance between those interests evolved during the first quarter century of the National Labor Relations Board's (NLRB) treatment of the issue. During the "experimental and transitional period" shortly after broader groups of employees began to bargain collectively, the NLRB applied the rule only to contracts with a

one-year duration to promote competition between organizations. (*Reed Roller Bit Co.*, *supra*, 72 NLRB 927, 929-930.) Out of these early experiments, the rule evolved to apply to two-year agreements (*id.* at p. 930), until it became fixed around a maximum three-year bar (*Gen. Cable Corp.* (1962) 139 NLRB 1123, 1125).

California public sector labor relations precedent frequently protects employee and union rights to a greater degree than does federal precedent governing private sector labor relations, and PERB accordingly considers federal precedent only for its potential persuasive value. (*The Accelerated Schools* (2023) PERB Decision No. 2855, pp. 20-31; *Operating Engineers Local Union No. 3, AFL-CIO (Wagner et al.)* (2021) PERB Decision No. 2782-M, p. 9, fn. 10.) Furthermore, public sector labor law differs markedly from private sector labor law on unit issues, including in preferencing labor stability over employee free choice. (*Los Angeles Unified School District* (1998) PERB Decision No. 1267, pp. 3-5; see also *Regents of University of California v. Public Employment Relations Bd.* (2020) 51 Cal.App.5th 159, 192.) Concerning the contract bar doctrine, however, the Legislature has deemed the same three-year bar to apply to public school employees (§§ 3540.1(h), 3544.1(c)), and higher education employees (§ 3574(c)). For other groups of public employees, the Legislature has granted PERB the authority to establish reasonable rules for determining the exclusive representative of a bargaining unit. (§ 3520.5 [State employees]; § 3524.74 [Judicial Council employees].) Accordingly, PERB Regulations applicable to those employees contain a three-year contract bar for decertification petitions, while providing window periods that prevent an incumbent union from forever blocking decertification efforts through consecutive contracts. (PERB Regs. 32776(d) and (g).)

The MMBA allows some diversity between local public agencies' representation case rules. Such rules are developed at the local level by local governments in consultation with recognized employee organizations. (See *International Brotherhood of Electrical Workers v. City of Gridley* (1983) 34 Cal.3d 191, 197.) Local rules, though, must be "reasonable" in light of the MMBA's "strong protection for the rights of public employees to join and participate in the activities of employee organizations, and for the rights of those organizations to represent employees' interests with public agencies." (*Id.* at p. 198.)

One subject over which the MMBA eschews uniformity is the contract bar doctrine. The statute itself contains no such provision. The Court of Appeal has interpreted this Legislative silence to allow local agencies to establish procedures with no contract bar whatsoever. (*Service Employees Internat. Union v. City of Santa Barbara* (1981) 125 Cal.App.3d 459, 467-468.) After PERB gained jurisdiction over the MMBA, the Board also found that reasonable local rules need not contain a contract bar. (*City of San Rafael* (2004) PERB Decision No. 1698-M, pp. 2-3.) A contract bar established by local rule does not necessarily bar decertification or severance petitions filed during a hiatus between contracts, though local rules may establish a reasonable timeframe for such petitions. (*City of Long Beach* (2021) PERB Decision No. 2771-M, pp. 13-16; cf. *County of Ventura* (2018) PERB Decision No. 2600-M, pp. 44-45 (*Ventura*) [MMBA employer may establish reasonable timeframe for petitions that involve decertification but cannot limit the timing of petitions to represent unrepresented employees].)

When a public agency has adopted local rules, PERB has jurisdiction over a representation petition only if the agency's local rules contain no reasonable

provision(s) that can accomplish what the petitioner is seeking without placing an undue burden on the petitioner. (*County of Orange* (2010) PERB Decision No. 2138-M, p. 9.) "[I]f an agency has not adopted a reasonable local rule on a particular representation issue, PERB Regulations fill the gap" by allowing PERB to process the petition. (*Central Basin Municipal Water District* (2021) PERB Order No. Ad-486-M, p. 8; MMBA, § 3509(a); PERB Reg. 61000.) PERB Regulations applicable to the MMBA establish a contract bar for decertification petitions (PERB Reg. 61380(b)), severance petitions (PERB Reg. 61400(b)), and certain unit modification petitions (PERB Reg. 61450(b)(4)(B)-(C)). Such petitions may not be filed during the term of a memorandum of understanding except during the 29-day "window period" that is less than 120 days but more than 90 days prior to the expiration date of that agreement. (PERB Reg. 61010.)

II. The plain text of PERB Regulations requires amendments to severance petitions under the MMBA to be filed during the window period or during a hiatus between contracts.

In *City and County of San Francisco*, *supra*, PERB Order No. Ad-497-M, we considered an earlier severance petition filed by DSA, and determined that a union could not, without undue burden, petition under the City's local rules to sever employees from an existing bargaining unit. (*Id.* at pp. 18-22.) Thus, PERB had jurisdiction to process the matter directly pursuant to its own Regulations. (*Id.* at pp. 24-29.) However, relying on PERB Regulation 61400(b), we determined that the severance petition was filed outside the "window period" and was thus untimely. (*Id.* at pp. 10-11, 29-30.)

Though the City and SEIU initially disputed PERB's jurisdiction over the instant severance petition, neither asserted that there had been a change in the City's local

rules since we last considered the question. On appeal, no party contends that PERB lacks jurisdiction.

We note that DSA's appeal in the instant matter concerns the exact same Regulation we applied to its severance petition previously. Here, we must consider whether PERB Regulation 61400(b) applies to the Amended Petition. The text of the Regulation could not be more clear: "Whenever a memorandum of understanding exists, a severance petition or an amendment to a severance petition must be filed during the 'window period' defined by Section 61010." (Emphasis added.)

DSA's argument seeks to set aside this language in favor of Regulation 61260(a), which permits a petitioner for certification or recognition to amend a petition without limitation on timing except after notice of a formal hearing into the matter. DSA correctly observes that a severance petition under PERB Regulations is filed as a petition for certification or recognition (PERB Reg. 61400(a)), and then infers that all the rules that apply to those petitions also apply to severance petitions. But supposing DSA's inference were correct, then there would be no basis to apply the contract bar contained in PERB Regulation 61400(b) to *either* a severance petition *or* an amendment to one. PERB Regulations for petitions for certification or recognition contain no "window period" rules whatsoever. If the requirement that a severance petition be presented as a petition for certification or recognition meant that none of the severance-specific rules applied, then PERB Regulation 61400(b) would be repealed entirely. But, as we held in the previous case involving these parties, that rule does indeed apply to severance petitions. (*City and County of San Francisco*, *supra*, PERB Order No. Ad-497-M, pp. 10-11, 29-30.)

Beyond the violence such an interpretation would do to the plain text of PERB Regulations, there is a more fundamental error in DSA's argument. PERB Regulations for petitions for certification or recognition contain no "window period" rules because a typical petition of these kinds would involve unrepresented employees seeking representation. By definition, those employees cannot be covered by a collective bargaining agreement. It would be impossible to apply a contract bar rule to a petition to represent unrepresented employees. Moreover, the contract bar's purpose in promoting stable collective bargaining relationships is never implicated in a petition to represent unrepresented employees, because no such relationship exists. (See *Ventura*, *supra*, PERB Decision No. 2600-M, pp. 44-45.) A severance petition differs in this exact, critical way. It is beyond dispute that the contract bar rule contained in PERB Regulation 61400(b) applies to severance petitions. We find no basis to disregard the portion of that text plainly making it applicable to amendments to severance petitions as well.

We therefore agree with OGC that PERB Regulation 61400(b) and not 61260(a) applied to DSA's Amended Petition. Because the Amended Petition was filed while a memorandum of understanding was in effect and outside the window period described in PERB Regulation 61010, it is untimely.

We next consider whether the Amended Petition could have been filed outside the window period, notwithstanding PERB Regulation 61400(b), because of Board precedent purportedly permitting late changes to a petition in some circumstances.

III. PERB precedent does not create a general right to make technical amendments to petitions outside a window period; rather, we strictly enforce the window period.

OGC considered, and rejected, DSA's argument that the Amended Petition's change merely deleted classifications and corrected technical errors, and so should have been permitted under PERB Regulation 61260(a). Having rejected above the premise of this argument—that Regulation 61260(a) applies to an amended severance petition—we find that whether or not the Amended Petition's change in the proposed bargaining unit represents a mere technical change is irrelevant to the outcome in this matter.

Nonetheless, we take the opportunity to clarify precedent cited by OGC and DSA concerning the scope of permissible amendments to a petition when a contract bar is in effect. In *Alum Rock Union Elementary School District* (1996) PERB Order No. Ad-280 (*Alum Rock*), a union filed a petition to decertify a bargaining unit of school employees during the window period. (*Id.* at pp. 2-3.) The named bargaining unit was one of two units exclusively represented by the incumbent union. (*Ibid.*) Although the decertification petitioner only named one bargaining unit in its petition, the petition estimated that the unit included far more employees than were actually included in the named bargaining unit. (*Ibid.*) In light of this discrepancy, the Board agent assigned to the case contacted the decertification petitioner, whose representative stated that the petition was meant to cover both of the incumbent union's bargaining units. (*Id.* at p. 3.) The decertification petitioner filed a purported amendment to the petition to correct the error, but by this time the window period had closed. (*Ibid.*)

The incumbent union sought to dismiss the decertification petition, arguing that it was untimely. (*Alum Rock*, *supra*, PERB Order No. Ad-280, p. 3.) The Board agent

rejected this argument, likening the situation to *Santa Monica-Malibu Unified School District* (1987) PERB Order No. Ad-163 (*Santa Monica-Malibu*), in which the Board excused a decertification petitioner's failure to timely serve copies of its petition, and confined its holding to the facts of the case. (*Alum Rock*, *supra*, pp. 3-4; see *Santa Monica-Malibu*, *supra*, at p. 3.) The incumbent union appealed to the Board. (*Alum Rock*, *supra*, p. 5.)

The *Alum Rock* Board determined that the decertification petitioner's amended petition was not "merely a correction of a non-material technical error in the first petition," but instead "alter[ed] perhaps the most fundamental piece of information contained in a decertification petition, the identity of the unit seeking the election." (*Id.* at p. 7.) Relying on the implicit premise in this reasoning—that a mere technical amendment to a petition is allowed after the window period closes—DSA argues that its Amended Petition is timely.

DSA's argument fails for several reasons. The first, as we discussed *ante*, section II, is that PERB Regulation 61400(b) applies and does not permit any amendments to severance petitions outside a window period, if a memorandum of understanding exists for the affected employees. This rule, promulgated after PERB obtained jurisdiction over the MMBA in 2001, post-dates *Alum Rock*, and that earlier decision thus provides only limited relevance to the question at hand.

Second, a close reading of *Alum Rock* reveals that the Board did not create a sweeping exception to the contract bar rule for "technical" amendments. That case concerned a decertification petition, for which PERB Regulations provide no right of amendment. (See PERB Reg. 32770 et seq.) The actual holding in *Alum Rock* is what follows the Board's observation distinguishing the case from *Santa Monica-Malibu*.

The Board stated that: "In view of the unequivocal [contract bar] language in the statute, we are not authorized to extend the window period to accept the [amended] petition. . . ." (*Alum Rock*, *supra*, PERB Order No. Ad-280, pp. 7-8.) The Board clarified that, in this context, "prejudice to another party, or lack thereof, is not a factor…." (*Id.* at p. 8, fn. 8.) The Board's reliance on earlier authority for the proposition that PERB "strictly enforces the window period" dispels any doubt about its reasoning. (See *Id*. at p. 6.)

We therefore reject a broad reading of *Alum Rock* that would create an implicit right to make "technical" amendments to petitions during a memorandum of understanding and outside an applicable window period. PERB strictly enforces the window period. (*Alum Rock*, *supra*, PERB Order No. Ad-280, p. 6; cf. *Pasadena Area Community College District* (2023) PERB Order No. Ad-500, p. 12 [after contract expires and before new contract takes effect, a petitioner normally has the right to cure a deficiency, because the petitioner has the right to file a new petition].) Because PERB Regulation 61400(b) requires amendments to severance petitions to be filed during a window period or during a hiatus between contracts, and the Amended Petition was not, it is untimely.

We note that PERB Regulations governing severance petitions under the Dills Act (Gov. Code, §§ 3512 et seq.) expressly permit amendments to correct technical errors or to delete job classifications outside the window period. (PERB Reg. 40240.) PERB Regulations for severance cases arising under the Educational Employment Relations Act (EERA) (Gov. Code, §§ 3540 et seq.) and the Higher Education Employer-Employee Relations Act (Gov. Code, §§ 3560 et seq.) do so implicitly, by

subjecting only amendments to add employees to the contract bar and associated window period requirement. (PERB Regs. 33700(c) and 51680(c) respectively.)

We stress that our holding in this matter is dictated by a strict application of PERB Regulation 61400(b), which applies to this dispute. However, the outcome of the matter would be no different if it arose in a different jurisdictional context that permitted late "technical" amendments. That is because, as we explain *post*, section IV, the Amended Petition sought to cure a fundamentally invalid Initial Petition. Because of the flaws in the Initial Petition, the Amended Petition was effectively the first valid severance petition DSA filed in this matter, excepting its untimeliness. The nature of the amendment, therefore, was definitionally material rather than technical.

IV. Because the Initial Petition was also invalid, we dismiss the entire case.

Having found that the Amended Petition was barred by PERB Regulation 61400(b), we uphold OGC's Administrative Determination to dismiss it. In a case where a petitioner files a valid petition, and then an invalid amendment, we may dismiss only the invalid amended petition to permit the petitioner, at its option, to pursue the petition in its initial, valid, form. (See *Fresno Unified School District* (2025) PERB Order No. Ad-531, p. 13 (*Fresno USD*).) Here, however, the Initial Petition was also invalid.

In *Fresno USD*, *supra*, PERB Order No. Ad-531, we recently found that a severance petition under EERA must seek to establish a new unit of employees "carved out" of an existing bargaining unit. (*Id.* at p. 10.) In contrast, severance may not be used to "transfer [] one group of employees from an existing bargaining unit to another existing unit." (*Ibid.*) We based our decision on the historical understanding of severance petitions under PERB jurisdiction and in the private sector (*id.* at p. 6), the

plain language of PERB Regulation 33700, which governs severance petitions under EERA (*id.* at pp. 7-9), and the criteria used to decide severance petitions, which are not compatible with a request to transfer employees between existing units (*id.* at pp. 9-11).

The first and third of our rationales for our holding in *Fresno USD*, *supra*, PERB Order No. Ad-531, apply equally to cases arising under the MMBA. Furthermore, PERB Regulation 61400 is identical in all relevant respects to the EERA regulation we interpreted there. Both describe a severance petition as seeking to become the exclusive representative of "an appropriate unit consisting of a group of employees who are already members of a larger established unit represented by an incumbent exclusive representative." (Compare PERB Regs. 33700(a) and 61400(a).) We held in *Fresno USD*, *supra*, that the words "consisting of" mean that the proposed bargaining unit must include *only* the employees sought to be severed. (*Fresno USD*, *supra*, PERB Order No. Ad-531, pp. 7-9.) For the reasons we discussed in that case, we find that the same is true of severance requests brought under PERB Regulation 61400.

As noted above, the Initial Petition sought to sever employees from SEIU-represented Bargaining Units 24 and 27 and place them in DSA's existing Unit 37.[3] In the OSC, OGC interpreted PERB Regulation 61400 not to permit this proposed

[3] In another recent decision, *County of Kern and Kern County Civil Service Commission* (2025) PERB Decision No. 2975-M, we found that a public agency's local rules did not permit a "mix-and-match" severance petition that took employees from two or more units and that, in any event, a severance petitioner must show that the existing unit structure cannot address employee interests. (*Id.* at p. 30.) Because we dismiss the Initial and Amended Petitions on other grounds, and because the parties did not brief this issue, we leave for another day whether PERB's severance regulations permit or prohibit mix-and-match severance petitions. We similarly find no

transfer of employees, using similar reasoning as we later employed in *Fresno USD*, *supra*, PERB Order No. Ad-531. The Administrative Determination reasoned that because the Initial Petition was improper, and DSA failed to timely amend it, the entire case must be dismissed. We agree. The Initial Petition did not seek to create a bargaining unit "consisting of" only employees to be severed, and so did not comply with PERB Regulation 61400(a). As discussed *ante*, sections II-III, the Amended Petition was untimely. Therefore, it is appropriate to dismiss the Initial Petition, the Amended Petition, and the entire case.

ORDER

The appeal by San Francisco Deputy Sheriffs' Association (DSA) in Case No. SF-SV-136-M filed on June 9, 2025, challenging an Administrative Determination dated May 29, 2025, is DENIED. The severance petition DSA filed on March 20, 2024, and the amended severance petition DSA filed on September 11, 2024, are DISMISSED. The case is hereby closed.

Chair Banks and Member Krantz joined in this Decision.

cause to address whether the existing SEIU-represented bargaining units are incapable of addressing the petitioned-for employees' needs.