STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL UNION 252, Complainant, vs. GRIFFIN SCHOOL DISTRICT, Respondent.	CASE 22170-U-08-5653 DECISION 10489 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Reid, Pedersen, McCarthy & Ballew, by *Kenneth J. Pedersen*, for the union.

Hanson Law Offices, by *Craig W. Hanson*, for the employer.

On December 30, 2008, Teamsters Local 252 (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission. The union alleged that the Griffin School District (employer) interfered with employee rights and refused to bargain in good faith, when it unilaterally changed the standard number of days in a full-time work year, without providing an opportunity for bargaining. A preliminary ruling issued, finding that the union's complaint stated causes of action under RCW 41.56.140(4) and (1). Examiner Katrina Boedecker conducted a hearing on the matter April 20, 2009. The parties filed post-hearing briefs.

ISSUE PRESENTED

Did the employer interfere with employee rights and refuse to bargain in violation of RCW 41.56.140(4) and (1) when it reduced the number of work days in the work year for certain full-time bargaining unit members?

Based upon the record as a whole, the Examiner finds that furlough days are a mandatory subject of bargaining. Thus, the employer did violate RCW 41.56.140(4) and (1) when it unilaterally reduced the work year from 260 days to 240 days, by furloughing certain full-time employees for 20 days, without giving the union an appropriate opportunity to bargain the decision and the effects.

APPLICABLE LEGAL STANDARDS

The Public Employees' Collective Bargaining Act (the Act) requires public employers to engage in collective bargaining with the exclusive bargaining representative of their employees in matters concerning wages, hours, and other terms and conditions of employment. RCW 41.56.030(4), RCW 41.56.140(4).

The complaining party carries the burden of proof by a preponderance of the evidence that an unfair labor practice was committed. *Whatcom County*, Decision 7244-B (PECB, 2004); *City of Tacoma*, Decision 6793-A (PECB, 2000); WAC 391-45-270(1)(a).

Mandatory Subjects of Bargaining

In determining whether a particular matter is a mandatory, permissive, or illegal subject of bargaining, the Commission evaluates each case on an individual basis. The Supreme Court endorsed this approach in *International Association of Fire Fighters, Local 1052 v. The Public Employment Relations Commission*, 113 Wn.2d 197, 203 (1989), writing:

> PERC's policy of case-by-case adjudication of scope-of-bargaining issues permits application of the balancing approach most courts and labor boards generally apply to such issues. See, e.g., *First Nat'l Maintenance Corp. v. NLRB, [452 U.S. 666 (1981)]* ... On one side of the balance is the relationship the subject bears to "wages, hours and working conditions." On the other side is the extent to which the subject lies "'at the core of entrepreneurial control'" or is a management prerogative. *Spokane Educ. Ass'n v. Barnes, 83 Wn.2d at 376 (quoting Fibreboard S Ct. 398, 6 A.L.R. 3d 1130 (1946)).*

In *Richland School District*, Decision 7367 (PECB, 2001), the employer was found to have refused to bargain in violation of RCW 41.56.140(4) by unilaterally adopting a new schedule for elementary school lunch periods, recess periods, and early release days to be effective in the 1999-2000 school year. The employer did not give the union notice that it was contemplating the decision, in order to allow for bargaining, nor did it bargain about the impact of the schedule change on the wages, hours of work, and working conditions of classified employees represented by the complainant.

Conduct Constituting Refusal to Bargain

Once employees exercise their statutory right to designate an exclusive bargaining representative through Commission procedures, their employer is prohibited from taking unilateral action with respect to mandatory subjects of bargaining. *Snohomish County Fire District 3*, Decision 4336-A (PECB, 1994). A public employer has an obligation to notify a bargaining representative of its proposal regarding a mandatory subject of bargaining, and to provide the union with an opportunity to demand bargaining about it. *City of Anacortes,* Decision 9004-A (PECB, 2007). The employer must also, for a reasonable period following notice to the union, maintain the "status quo" with respect to wages, hours and working conditions in order to permit meaningful bargaining. *North Franklin School District*, Decision 5945-A (PECB, 1998).

Interference Standards

A "derivative" or automatic interference violation will be found where an employer has been found guilty of an unfair labor practice by domineering or assisting a union, discriminating against an employee for engaging in union activity or where an employer refuses to bargain in good faith. *Washington State Patrol*, Decision 4757-A (PECB, 1995).

ANALYSIS

The union represents a bargaining unit of classified employees working for Griffin School District. The unit includes workers in the classifications of mechanic, bus driver, custodian, secretary, food services assistant, and school nurse, among others.

The union and employer were parties to a collective bargaining agreement due to expire on August 31, 2008. They began to negotiate for a successor agreement in May 2008. The union was represented by Local 252 President Gary Johnston and three shop stewards. The employer was represented by Superintendent Donald Brannam, two school board members, and the office manager. The parties met five times between May 15 and June 18, 2008. On June 25, 2008, the parties jointly requested that the Commission appoint a mediator to assist them. The parties agreed to meet in mediation on August 5, 2008.

At the scheduled mediation, Brannam handed the mediator and Johnston a letter emphasizing the goals of the school district in the difficult economic climate in which it was then operating. The goals listed in Brannam's letter included:

> • Make decisions and agreements that are based on **"What's in the best interest of kids"**. We believe that our staff does this on a daily basis. And, this should be continued in the process of bargaining.
>
> • **Maintain the sovereignty of Griffin School District.** We value Griffin School as the center of this community. We believe that the sovereignty of Griffin School District is in the best interest [of] kids and staff.
>
> • With all of the cuts from the state, economic concerns and high energy and food costs, the third goal is **to protect employee jobs** during a time when financial resources continue to grow scarce or vanish entirely.
>
> [Emphasis in original.]

The last two pages of the letter charted information presented to the Griffin School Board on Monday, July 28, 2008, during a public hearing and budget approval process. The end of the chart listed "School Closure – 240 day Operation." Next to this, in the "Impact" column was listed:

- 180 School Days, 10 Holidays & 50 Operation Days
- 240 Compensated Day Calendar

- School Closure on non-student days September – June (e.g. Winter Break, Spring Break & Contract Alignment days with Olympia)
- Reduction to utility costs with facility being closed – no access to building/facilities

The item caught Johnston's attention because the employer had always previously operated on a 260 calendar workday schedule for full-time employees. The majority of the bargaining unit is made up of employees who only work the 180 days per year in which school is in session, such as dispatchers, bus drivers, and library technicians. However, Johnston was concerned about the five full-time employees and one half-time employee in the unit who work a 260 day yearly schedule. These are one building maintenance employee, one mechanic, three custodians, and a half-time custodian.

The employer's disclosure at the mediation session of its plan to reduce its yearly calendar from 260 days of operation to 240 days meant that the five and one-half employees would be furloughed for 20 days during the 2008-2009 school year. Johnston testified that this amounted to between a seven and eight percent reduction in yearly pay to the six unit members working a full year schedule.

In response to a question from Johnston during the mediation, Brannam told the bargaining teams that the school board had already implemented the reduced schedule.

Brannam testified that he had conceived of the idea to furlough full-time employees in late June or early July 2008. This was during the time that the employer was actively bargaining with the union. Brannam presented his proposal to furlough full-time workers for 20 days in the upcoming school year to the school board in a work session held the first Wednesday in July, 2008. The board later approved the proposal on July 28, 2008, when it adopted the 240 work day calendar for 2008-2009.

Brannam admitted on cross examination that he did not advise the union of his proposal before he presented the idea to the school board on July 28th . In addition, he acknowledged that he did

not notify the union of the school board's approval of the reduced work year between July 28 and the August 5, 2008 mediation session.

Johnston was surprised by the employer's unilateral decision to furlough members of the bargaining unit for 20 workdays. He requested additional information from Brannam about the furlough decisions. Brannam e-mailed him the day after mediation, enclosing the 240 work day 2008-2009 Facilities Operations Calendar adopted by the school board. In response, Johnston wrote to Brannam demanding to bargain over the decision to furlough the employees during the coming school year:

> As I have previously indicated, we were rather stunned to find out during the recent mediation bargaining for a new Labor Agreement that the Griffin Board of Directors had unilaterally decided to totally shut down all school operations for a total of twenty calendar/working days, effectively making a substantial change in working conditions for the full-time classified members we represent, as well as other apparent, but unknown, reductions in hours economically affecting several more members.
>
> As such, kindly consider this as written notification of the Union's demand to not only bargain over the effects of this unilateral Board decision, but also a demand to bargain over the decision itself.

In his August 25th response, Brannam did not directly agree to Johnston's demand to bargain:

> Gary, I have considered the demand to bargain that was contained in your email message of August 15, 2008. Although I am not certain as the extent to which the district is obligated to negotiate with your bargaining unit regarding the issues raised in your message to me, I would be very willing to meet with you in order to discuss your stated concerns.

Brannam proposed that the parties meet in early September 2008. The parties agreed to meet on September 10, 2008, at the school district. At the meeting, Johnston first asked Brannam if the employer would agree to bargain the decision to implement furlough days, as well as the effects of that decision on the bargaining unit. Brannam refused, due to the financial difficulties that the

district was experiencing. Brannam testified that he "responded that we couldn't change those days because we didn't have money."

Johnston believed that the employer's refusal to bargain with respect to the employee furloughs placed the union in a difficult position with respect to the needs of the bargaining unit employees. The employer's unilaterally-imposed furloughs, although significant, affected only a relatively small number of unit employees. The previous collective bargaining agreement expired August 31, 2008, and the new school year began on Tuesday, September 2, 2008. Rather than hold up the contract while engaged in the lengthy process of pursuing an unfair labor practice charge, Johnston made the decision to submit the contract as written to the unit for ratification while pursuing an unfair labor practice charge over the furlough issue. Johnson testified that he did so because he believed that when the employer contacted its legal counsel, it would rescind the decision about the 20-day closure, and:

> I thought it was more important to - important to proceed through the mediation process to reach a new agreement that was able to offer the protections of a new collective bargaining agreement for all of the members I represent, recognizing that most of them are non 12-month employees. I didn't want to hold that - that bargaining process up if, in fact, we're going to reach an agreement, when, number one, the district was not offering this as a new proposal, was - appeared to have been very firm with regard to the decision had already been made. And recognizing the lengthy process that could be holding up the new collective bargaining agreement.

The new collective bargaining agreement covering the classified employees bargaining unit was ratified. It was signed by the union on November 24, 2008, and by the employer on December 17, 2008.

Furloughs as a Mandatory Subject

In *Long Island Daycare Services, Inc.*, 303 NLRB 112, 116 (1991), furloughs were found to be "terms and conditions of employment and therefore a mandatory subject of bargaining." The

National Labor Relations Board reasoned that when the employer chose to furlough employees, it directly reduced employee wages. The Board found that any decision to reduce wages to save money during an economic downturn modifies terms of employment. In the present case, the employer's reduction of the work year by implementing mandatory furlough days during the school year similarly affects employees' wages and hours. Therefore, the decision and its effects are both mandatory subjects of bargaining. The employer chose to impose 20 mandatory furlough days on certain employees, causing a seven to eight percent reduction in their wages. Thus, furloughs are a mandatory subject of bargaining.

The Employer Breached Its Obligation to Notify the Union and to Maintain the Status Quo Pending Bargaining

The employer began to consider reductions in the work year from 260 to 240 days in late June or early July 2008. The school board approved the calendar, including the furlough days for members of the bargaining unit, at its July 28, 2008 meeting. Throughout this period, the employer was in on-going collective bargaining with the union. Nonetheless, Brannam acknowledged that he failed to notify Johnston, or any other representative of the union, until the August 5, 2008 mediation session, that the employer intended to reduce the work year.

The employer had several options to address the economic problem it faced. It may have, for example, sought to lay off employees, eliminate certain functions, or consolidate operations. More importantly, by bargaining with the union, more options could have been generated.

Providing notice and an opportunity for the union to request bargaining cannot be excused by a claimed financial emergency on the part of the employer. In *City Of Centralia*, Decision 1534 (PECB, 1982) the employer reduced hours of bargaining unit employees based upon financial necessities arising out of the over-expenditure of budgeted funds in the police department. In that decision, the employer was found to have given proper notice to the union. The union did not avail itself of the opportunity to seek a delay in the implementation of the

reduction in hours, did not offer any alternative solutions, or did not make any request to bargain further regarding the effects of the employer's actions. "The length of time necessary to resolve the issue is directly related to the nature of the need for the alteration. Thus, it may be appropriate to negotiate about a financial emergency , such as that existing in the instant case, in one or two meetings, whereas, other provisions of the contract may take several meetings to reach agreement."

In the instant case, the school year began Tuesday, September 2, 2008. The first furlough day was not scheduled until October 24, 2008. There was ample time between July 2, 2008, when Superintendent Brannam first brought up the matter of furloughs with the school board, and October 24, 2008, the first furlough day, to permit notice to the union and an opportunity for meaningful bargaining over the decision and its effects.

By failing to notify the union of the proposal to reduce the work year by 20 days, prior to the school board's unilateral approval of the calendar, the employer violated the Act. Notice of an anticipated change in a mandatory topic must be timely, giving sufficient time in advance of the actual implementation of a change, to allow a reasonable opportunity for bargaining between the parties. *City of Vancouver*, Decision 808 (PECB, 1980). Notice of the change must be given in such a manner as to allow time for the union to "explore all the possibilities, provide counter-arguments and offer alternative solutions or proposals regarding the issue raised by the proposed change." *Clover Park School District*, Decision 3266 (PECB, 1989).

The employer's continual refusal to negotiate either the decision to impose furlough days, or the effects of that decision on members of the bargaining unit, was a further breach of the Act. The duty to bargain in good faith includes a duty to engage in full and frank discussions on disputed issues. Both parties must be willing to explore possible alternatives that may accommodate the interests of both the employer and the employees. A party is not entitled to reduce collective bargaining to an exercise in futility. *See Mansfield School District*, Decision 4552-B (EDUC, 1995).

Finally, the employer's actions in implementing furloughs in the 2008-2009 school year violated the Act by failing to maintain the status quo pending bargaining. *See North Franklin School District*, Decision 5945-A.

The Employer's Affirmative Defenses Are Without Merit

The burden to establish its affirmative defenses lies with the employer. WAC 391-45-270(1)(b). The employer asserts that its actions were lawful under the terms of the party's collective bargaining agreement; thus, the union had committed a waiver by contract.

The employer argues that the 20 furlough days it imposed are the equivalent of a lay off. Under the management rights clause of the collective bargaining agreement, there are no limits upon the employer's ability "to lay off employees because of lack of work or other legitimate reasons."

In order to prove waiver, the evidence must be clear and unmistakable. *Skagit County*, Decision 8746-A (PECB, 2006). The contract language claimed to constitute waiver must be specific, or it must be shown that the parties fully discussed the matter and that the party alleged to have waived its rights consciously yielded its interest in the matter. *Skagit County* The record does not support a finding that when the union agreed to this lay off reference in the management's rights article, that the union was also agreeing to include furlough days.

Absent such an understanding and agreement by the union, the employer's decision to shorten the work year by 20 days can, in no sense, be considered a lay off. Roberts' Dictionary of Industrial Relations (BNA 4th Ed. 1994) defines "lay off" as:

> A temporary or indefinite separation from employment initiated by the employer without prejudice to the worker for reasons such as lack of orders, model changeover, termination of seasonal or temporary employment, inventory taking, introduction of labor-saving devices, plant breakdown, or shortage of materials.

In a lay off, then, the employee is formally separated from his or her employment.

"Furlough," on the other hand, does not involve a severance of the employment relationship. Again from Roberts' Dictionary, "furlough" means a temporary absence:

> A leave of absence from work or other duties usually initiated by an employee to meet some special problem. It is temporary in nature since the employee plans to return as soon as the furlough period is over. Also applied to situations where technological changes necessitate curtailment of the workforce and employees who are laid off are permitted the privilege of accepting either furlough or dismissal prior to transfer to another plant of the company.

The workers in the classified bargaining unit were not, therefore, laid off. Rather, they were sent home on a temporary basis while retaining all of the earmarks of school district employment. Because the employees were not laid off, the employer cannot contend that the union waived its right to bargain about both the decision and effects of the furloughs by agreeing to the language in the management rights clause.

The employer's second and third affirmative defenses allege that it met its duty to bargain in good faith either at the August 5, 2008 mediation session (when it informed the union of the school board's recently adopted 2008-2009 calendar for only 240 work days), or when Brannam met with Johnston on September 10, 2008.

Meeting does not constitute bargaining. At the mediation session, the employer presented the shortened work year to the union. There is no evidence that the employer engaged in any bargaining about the work year. When Johnston asked about the work year, the employer told him the school board had already implemented the reduced schedule. Johnston made a written demand to bargain in his e-mail to the employer the next day.

At the September meeting, the union asked if there was any room to bargain the reduced work year. Brannam admittedly refused to bargain about either the decision to impose furloughs, or the effects of that decision on the bargaining unit. The employer presented the furloughs as a fait accompli; thus it clearly did not bargain the decision. Additionally, an employer cannot

discharge its obligation to negotiate in good faith about the effects of its decision by merely spending time meeting with the union. The employer communicated to the union that there was no room for any change in the imposition of the 20 furlough days. Just meeting with the union does not mean that an employer has met its statutory obligations, when it has presented the union with an unalterable fait accompli.

Finally, the employer claims that the complaint is barred by the doctrine of laches, for alleged failure by the union "to make the Respondent aware until the filing of this matter that its post-mediation demand to bargain remained unresolved." Even assuming that the equitable doctrine of laches were applicable in an administrative hearing charging unfair labor practices,[1] the employer has failed to establish the necessary elements of that defense. As noted *In re Marriage of Hunter*, 52 Wn. App. 265, 270 (1988), the defendant who asserts laches bears the burden of proving that:

> (1) the plaintiff had knowledge of the facts constituting a cause of action or a reasonable opportunity to discover such facts; (2) there was an unreasonable delay in commencing the action; and (3) damage to the defendant resulted from the delay. (Quoting *In re Marriage of Watkins*, 42 Wash. App. 371, 374).

Absent unusual circumstances, the doctrine of laches should not be invoked to bar an action filed within the applicable statute of limitations. *Brost v. L.A.N.D., Inc.*, 37 Wn. App. 372, 275 (1984). More than unreasonable delay is required: there must also be an intervening change of position on the part of the defendant, making it inequitable to enforce the plaintiff's claim. *Arnold v. Melani*, 75 Wn.2d 143, 147-48 (1968).

The employer claims that the parties reached a new multi-year collective bargaining agreement in mediation on August 5th. Thereafter, it had no idea that the union would pursue any action

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[1] *See Asotin County Housing Authority*, Decision 2471 (PECB, 1986) "Assuming, without deciding, that the equitable remedy of laches might apply on behalf of a respondent if it were able to show some damage to it based upon a justifiable reliance upon the action or inaction of the opposite party, the respondent has made no such showing in this case."

about the work year. It is established, however, that Johnston e-mailed a demand to bargain to the employer immediately after the mediation session. This was clear notice to the employer that the union did not believe that the unilateral change issue was resolved.

The union filed its unfair labor practice complaint well within the six month statute of limitations set out in RCW 41.56.160(1). There was, accordingly, no "unreasonable delay" on the part of the union. Further, the employer presented no evidence that it suffered any damages resulting from any alleged delay. It did not, in other words, change its position in the matter in purported reliance upon the union's actions. Rather, as Brannam admitted on cross examination, the union never said or did anything that might lead the employer to reasonably conclude that the union would not pursue an unfair labor practice charge. In summary, there is no showing that the employer detrimentally relied upon anything that the union said or did that would support invocation of the equitable remedy of laches.

Communication is key in collective bargaining. The union twice asked the employer to bargain about the furloughs. The employer rebuffed the union each time. Ratification of the collective bargaining agreement is not fatal to the union's prompt pursuit of its statutory rights, given the employer's pronouncement of the furloughs as a fait accompli and the employer's complete rejection of the union's request to bargain. The union need not penalize its entire bargaining unit in order for it to exercise its legal right to insure that the employer bargains correctly. The employer cannot benefit from its illegal behavior to have the ratification cut off the union's statutory rights.

Conclusion

The employer, Griffin School District, has committed an Unfair Labor Practice by unilaterally shortening the school work year by 20 days and furloughing bargaining unit members for 20 days; by refusing to restore the status quo upon request of the union; and by refusing to bargain with respect to the decision and effects of its unilateral actions. The failure to bargain

automatically results in a finding that there has been unlawful interference by the employer. *Skagit County*, Decision 8746-A.

FINDINGS OF FACT

1. The Griffin School District is a public employer within the meaning of RCW 41.56.030(1).

2. Teamsters Local 252 is a bargaining representative within the meaning of RCW 41.56.030(3) and represents a bargaining unit of classified employees at the Griffin School District. The bargaining unit includes five full-time employees and one half-time employee who worked a 260 day yearly schedule.

3. Starting in May 2008, the parties began to negotiate for a successor collective bargaining agreement. After meeting five times, the parties jointly requested mediation on June 25, 2008.

4. The employer presented a proposal to furlough full-time workers for 20 work days in the 2008-2009 school year to the school board in a work session in early July, 2008. The board approved the proposal on July 28, 2008. The employer did not inform the union of this proposal during this time.

5. The mediation session was held August 5, 2008. At the mediation, the employer handed the mediator and the union a letter disclosing its decision to reduce its yearly calendar from 260 days of operation to 240 days, causing six year-round employees to be furloughed for 20 days during the 2008-2009 school year. The work year reduction would result in a seven to eight percent reduction in yearly wages to the bargaining unit members working the year-round schedule.

6. In August, 2008, the union sent a letter to the employer demanding to bargain over the decision to furlough employees during the coming school year, and the effects of that decision.

7. The parties met on September 10, 2008. At the meeting, the union again demanded to bargain the furlough days. The employer refused to bargain the decision to implement furlough days, as well as the effects of that decision on the bargaining unit.

8. The new collective bargaining agreement covering the classified employees bargaining unit was signed by the union on November 24, 2008, and by the employer on December 17, 2008.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-45 WAC.

2. By unilaterally shortening the school work year by 20 days, and furloughing bargaining unit members for 20 days, Griffin School District committed unfair labor practices in violation of RCW 41.56.140(1).

3. By failing to notify the union and offer time for meaningful bargaining, Griffin School District failed to bargain in good faith with respect to the decision to shorten the work year by furloughing employees and the effects of that decision, in violation of RCW 41.56.140(4) .

4. By refusing to bargain about a mandatory subject, Griffin School District unlawfully interfered with employees in violation of RCW 41.56.140(1).

ORDER

Griffin School District, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

a. Unilaterally shortening the school work year by 20 days and furloughing bargaining unit members for 20 days;

b. Refusing to bargain with respect to the decision to shorten the work year and furlough employees and the effects of that decision;

c. Acting in any other manner that interferes with, restrains or coerces its employees in the exercise of their collective bargaining rights under the laws of the state of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

a. Rescind its imposition of 20 "furlough days" during the 2008-09 school year.

b. Restore the status quo ante by reinstating the work days and any other applicable working conditions which existed for the employees in the affected bargaining unit prior to the unilateral change in the work year which was found unlawful in this order.

c. Give notice to and, upon request, negotiate in good faith with Teamsters Local 252, before making any changes to the work year.

d. Make all affected bargaining unit members "whole" by paying back pay and benefits for all lost time due to the employer's unilateral actions.

e. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

f. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the school board and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

h. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice attached to this order.

i. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Compliance Officer with a signed copy of the notice attached to this order.

ISSUED AT Olympia, Washington, this 29th day of July, 2009.

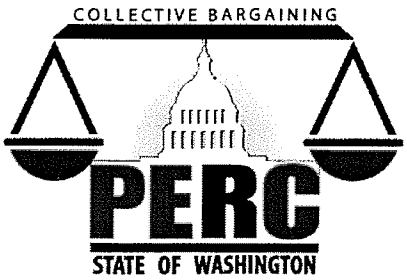
PUBLIC EMPLOYMENT RELATIONS COMMISSION

Katrina I. Boedecker

KATRINA I. BOEDECKER, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.

CASE 22170-U-08-5653
DECISION 10489 - PECB



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT THE GRIFFIN SCHOOL DISTRICT COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS:

WE UNLAWFULLY unilaterally shortened the work year by 20 days.

WE UNLAWFULLY furloughed six bargaining unit members for 20 days causing a 7% to 8% reduction in their wages.

WE UNLAWFULLY refused to bargain with the union about our decision and the effects of our unilateral actions to change the length of the work year, which interfered with the rights of our employees.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL rescind our imposition on bargaining unit members of 20 "furlough days" during the 2008-2009 school year.

WE WILL make all affected bargaining unit members "whole" by paying back pay and benefits for all lost time due to our unlawful unilateral actions.

WE WILL notify the union and upon request bargain with the union, any future decision, and the effects of such decision, to shorten the work year.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov