STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 22/SACRAMENTO ASSOCIATION OF CLASSIFIED EDUCATIONAL EMPLOYEES,	)	
Charging Party,	)	Case No. S-CE-121
v.	)	PERB Decision No. 216
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,	)	June 28, 1982
Respondent.	)	

Appearances: Robert J. Bezemek, Attorney (Van Bourg, Allen, Weinberg & Roger) for Service Employees International Union, Local 22/Sacramento Association of Classified Educational Employees; Clifford D. Weiler, Attorney (Brown & Conradi) for the Sacramento City Unified School District.

Before Tovar, Jaeger and Jensen, Members.

DECISION

The Sacramento City Unified School District (District) excepts to the hearing officer's proposed decision, attached hereto, which finds that the District violated subsection 3543.5(c) of the Educational Employment Relations Act (EERA)[1] by unilaterally altering its policy on paid leave time. For the reasons set forth below, the Public Employment Relations Board (PERB or Board) affirms the hearing officer's conclusion.

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[1]The EERA is codified at section 3540 et seq. of the Government Code. Unless otherwise indicated, all statutory references are to the Government Code.

FACTS

The Board has reviewed the evidentiary record in this case. We conclude that the findings of fact set forth by the hearing officer in the proposed decision are free from prejudicial error and therefore adopt those findings as the findings of the Board itself.

DISCUSSION

The hearing officer found that the District board of education, by adopting Resolution No. 552 notwithstanding the exclusive representative's demand to meet and negotiate, unilaterally changed its policy on paid leave time, which is a subject specifically listed in section 3543.2[2] of EERA as

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[2]Section 3543.2 provides as follows:

> (a) 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, 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. In addition, the exclusive representative of certificated personnel has the right to consult on the definition of

being within the scope of representation. Based on that finding, he concluded that the District had violated subsection 3543.5(c), which provides that it is unlawful for a public school employer to "[r]efuse or fail to meet and negotiate in good faith with an exclusive representative."

> 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.
>
> (b) Notwithstanding Section 44944 of the Education Code, the public school employer and the exclusive representative shall, upon request of either party, meet and negotiate regarding causes and procedures for disciplinary action, other than dismissal, affecting certificated employees. If the public school employer and the exclusive representative do not reach mutual agreement, then the provisions of Section 44944 of the Education Code shall apply.
>
> (c) Notwithstanding Section 44955 of the Education Code, the public school employer and the exclusive representative shall upon request of either party, meet and negotiate regarding procedures and criteria for the layoff of certificated employees for lack of funds. If the public school employer and the exclusive representative do not reach mutual agreement, then the provisions of Section 44955 of the Education Code shall apply.

On exceptions, the District argues that the charging party, Service Employees International Union, Local 22, Sacramento Association of Classified Educational Employees (Local 22), never directed its charges at the violation of subsection 3543.5(c) as found by the hearing officer and that the hearing officer therefore acted improperly in addressing this matter sua sponte.

In making this argument, the District ignores Sacramento City Unified School District (8/14/79), PERB Decision No. 100, the procedural predecessor to the instant decision. In deciding that appeal, the Board expressly held that the charges filed by Local 22 properly alleged a violation of subsection 3543.5(c). The Board framed the issue as follows:

> The hearing officer found that no prima facie violation of section 3543.5(c) was stated because the District's failure to meet and negotiate with Local 22 did not cause the injury complained of. Yet the failure and refusal to meet and negotiate is itself the evil the statute seeks to prevent. A refusal to meet and negotiate charge may be based upon an employer's unilateral change of wages, hours or other terms and conditions of employment. [Citations omitted.] Local 22 charges and the District admits that it unilaterally adopted and implemented emergency regulations. Since a prima facie case is stated, the hearing officer's dismissal of the section 3543.5(c) charge is reversed.

The District filed a request for reconsideration of Decision No. 100, which the Board denied on October 5, 1979. Having fully litigated this question, the District should not now be heard to argue that the subsection 3543.5(c) charge was not properly before the hearing officer.

The District excepts to the hearing officer's finding that the adoption of Resolution No. 552 constituted a change in its existing leave policy. In its statement of exceptions the District contends that it "was merely attempting to inform employees of the preexisting normal procedures. [Transcript citation omitted.] The resolution was, therefore, essentially an information bulletin. . . ."

The District's description of Resolution No. 552 is not accurate. The old policy listed, in addition to the employee's illness or injury, six different "personal necessity" purposes for which paid leave would be authorized. Resolution No. 552 eliminated five of these purposes, authorizing paid leave on a "personal necessity" basis only for reasons of death, injury or illness of an immediate family member or because of accident involving the property of an employee or family member. Even this purpose was restricted from its previous form in that death, illness or property loss of relatives outside the immediate family or close friends was eliminated as an acceptable excuse. The District's argument that the adoption of Resolution No. 552 did not effect a change in leave policy is plainly without merit.

The District argues that even if the adoption of Resolution No. 552 constituted a unilateral change in a subject within the scope of representation, no violation of the EERA should be found because circumstances of operational necessity excused

the District from the usual obligation to negotiate such changes, citing NLRB v. Katz (1962), 369 U.S. 736 [50 LRRM 2177].[3]

The Board has previously considered defenses of "necessity" or "emergency" in the context of economic difficulties facing a public school employer. See, e.g., San Mateo County Community College District (6/8/79), PERB Decision No. 94; San Francisco Community College District (10/12/79), PERB Decision No. 105; Sutter Union High School District (10/7/81), PERB Decision No. 175. More recently, the Board dealt with an asserted defense of "necessity" in much the same context as presented here. See Barstow Unified School District (6/11/82), PERB Decision No. 215. The District's argument here is that, where unprotected employee activity obstructs or clearly threatens to obstruct a public school district's publicly mandated mission of maintaining the continuity of the educational process, unilateral district action affecting subjects within the scope of representation is not unlawful where it is necessary to avert the interruption of educational service.

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[3]In that case the United States Supreme Court upheld an employee organization's charge that the employer had acted unlawfully in making unilateral changes in certain terms and conditions of employment. The Court noted:

> While we do not foreclose the possibility that there might be circumstances which the Board could or should accept as excusing or justifying unilateral action, no such case is presented here. [NLRB v. Katz, supra, at 748.]

While the argument presented by the District is an important one for California public education, this case presents no opportunity to reach it. The District claims that its change in the leave policy was necessary to avert a serious threat of interruption of educational services. Yet assuming, arguendo, that such a threat was apparent, no factual foundation has been presented to demonstrate that the District's action served to reduce that threat. As noted above, the District policy prior to the adoption of Resolution No. 552 provided that "sick leave for personal necessity" could be used for six enumerated purposes, which may be summarized as follows: (1) death, accident or illness of an employee's family member, relative or close friend, or for property loss of the same; (2) inability to get to the employee's assigned work place; (3) participation as a subpoenaed party in litigation; (4) weddings or other ceremonies for family members; (5) to attend to necessary legal or business matters; and (6) to take examinations or training activities necessary for performance of the employee's job. That policy also provided that:

> Sick leave for personal necessity may NOT be used for any of the following: . . . engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities related to work stoppage or political campaigning. [Emphasis in the original.]

The effect of Resolution No. 552 was, inter alia, to eliminate all of the above-enumerated uses of "personal necessity sick leave" except the first, which was only partially restricted. Given the existing express admonition that "sick leave for personal necessity may NOT be used for . . . work stoppage . . . ," it is unclear how the District expected the withdrawal of paid leave for employee attendance at weddings, court proceeding, and the like to operate to avert a work stoppage which would otherwise occur. In any event, the District has not demonstrated to this Board that the continuity of educational services could not have been preserved without unilaterally restricting its leave policy as it did.

REMEDY

The Board has reviewed the remedy proposed by the hearing officer, and affirms those measures. Thus, the District will be ordered to cease and desist from violating subsection 3543.5(c) by unilaterally changing its sick leave policy or any other matter within the scope of representation, and to post a notice incorporating the terms of that Order.

ORDER

Upon the foregoing findings of fact, conclusions of law, and the entire record in this case, and pursuant to Government Code subsection 3541.5(c) of the Educational Employment Relations Act, it is hereby ORDERED that the Sacramento City Unified School District and its representatives shall:

A. CEASE AND DESIST FROM:

1. Violating Government Code subsection 3543.5(c) by taking unilateral action with respect to employee leave policies or other matters within the scope of representation as defined by Government Code section 3543.2.

2. Giving any force and effect to Board of Education Resolution No. 552, unless and until it has provided to the exclusive representative(s) of affected employees an opportunity to meet and negotiate regarding the effects of that resolution on matters within the scope of representation.

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

1. Within five (5) workdays of the date of service of this Decision, post at all locations where notices to classified employees customarily are placed, copies of the Notice attached as Appendix A hereto, signed by an authorized agent of the employer. Such posting shall be maintained for a period of thirty (30) workdays. Reasonable steps shall be taken to insure that the notices are not reduced in size, altered, defaced or covered with any other material.

2. Within five (5) workdays following service of this Decision, notify the Sacramento Regional Director of the Public Employment Relations Board in writing of what steps the employer has taken to comply with the terms of this Order. Continue to report in writing to the regional director

periodically thereafter as directed. All reports to the Regional Director shall be served concurrently on Charging Party herein.

C. All other charges filed against the Sacramento City Unified School District in Case Number S-CE-121 are hereby DISMISSED.

This order shall become effective immediately upon service of a true copy thereof on the Sacramento Unified School District.

By: Irene Tovar, Member

John W. Jaeger, Member

Virgil Jensen, Member

Appendix A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. S-CE-121, Service Employees International Union, Local 22/Sacramento Association of Classified Educational Employees v. Sacramento City Unified School District, in which all parties had the right to participate, it has been found that the Sacramento City Unified School District violated subsection 3543.5(c) of the Educational Employment Relations Act by unilaterally changing its sick leave policy on April 27, 1978.

As a result of this conduct, we have been ordered to post this Notice and we will abide by the following:

A. CEASE AND DESIST FROM:

1. Violating Government Code subsection 3543.5(c) by taking unilateral action with respect to employee leave policies or other matters within the scope of representation as defined by Government Code section 3543.2.

2. Giving any force and effect to Board of Education Resolution No. 552, unless and until it has provided to the exclusive representative(s) of affected employees an opportunity to meet and negotiate regarding the effects of that resolution on matters within the scope of representation.

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

1. Within five (5) workdays of the date of service of this decision, post at all locations where notices

to classified employees customarily are placed, copies of this Notice. Such posting shall be maintained for a period of thirty (30) workdays.

DATED: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR 30 WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED BY ANY MATERIAL.

PUBLIC EMPLOYMENT RELATIONS BOARD

OF THE STATE OF CALIFORNIA

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 22/SACRAMENTO ASSOCIATION OF CLASSIFIED EDUCATIONAL EMPLOYEES, Charging Party, v. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, Respondent.	)	Unfair Practice Case No. S-CE-121 PROPOSED DECISION (4/14/80)

Appearances: Robert J. Bezemek, Attorney (Van Bourg, Allen, Weinberg & Roger) for Service Employees International Union, Local 22/Sacramento Association of Classified Educational Employees; Clifford D. Weiler, Attorney (Brown & Conradi) for the Sacramento City Unified School District.

Before Ronald E. Blubaugh, Hearing Officer.

PROCEDURAL HISTORY

In this case an exclusive representative challenges the refusal of a public school employer to grant personal necessity leave to a group of employees who did not report to work on April 26, 1978. Their action apparently was taken in concert to protest the employer's position during negotiations.

The original charge in this case was filed on May 15, 1978 by Local 22 of the Service Employees International Union (hereafter Local 22). The charge alleged that the Sacramento City Unified School District (hereafter District) had violated

Government Code section 3543.5(a) and (c)[1] by declaring a state of emergency and denying to support services employees "the personal business and necessity leave to which they were entitled."

On May 22, 1978, a hearing officer for the Public Employment Relations Board (hereafter PERB) ordered Local 22 to particularize its charge by providing additional factual information. On June 6, Local 22 filed a supplement and particularization to the charge. On June 16, the PERB hearing officer issued a second order to particularize. On June 26, 1978, Local 22 filed a response to the second order to particularize. On July 17, 1978, the hearing officer dismissed the charge with leave to amend. At Local 22's request, the hearing officer construed an untimely filed third supplement to the charge as an amendment in response to the July 17 dismissal. On August 22, 1978, the hearing officer, incorporating the first dismissal by reference, again dismissed the charge for failure to state a prima facie cause of action. Local 22

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[1]Government Code section 3543.5(a) and (c) provides as follows:

> It shall be unlawful for a public school employer to:
>
> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.
>
> . . . . . .
>
> (c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

appealed the dismissal and on August 14, 1979, the PERB issued Decision No. 100 which reverses the hearing officer and directs that the charge be remanded for settlement or hearing.

A settlement conference was conducted on October 2, 1979, but it proved unsuccessful. On October 5, 1979, the PERB denied the District's request for reconsideration of Decision No. 100. A formal hearing was conducted in Sacramento on October 18 and October 26, 1979. The final brief was received from the parties on February 4, 1980 and the case was submitted.

FINDINGS OF FACT

The Sacramento City Unified School District has 38,000 students who are enrolled in 58 elementary schools, 11 junior high schools and seven senior high schools. The District is the public school employer of approximately 2,100 regular classified employees. On November 18, 1977, Local 22 was certified as the exclusive representative of classified employees in an office, technical and business services unit and an operations and support services unit. Although Local 22 also represents the District's other classified employees, only employees in the office, technical and business services unit and the support services unit participated in the events which gave rise to the present case. Local 22 maintained the status of exclusive representative at all times relevant to the present case.

In early 1978, the parties commenced negotiations for their first contract. Local 22 presented its opening proposal at a school board meeting on January 23. The public response to Local 22's proposal was made at a school board meeting on February 6. On February 27, the District made its opening proposal. The public response to the District's proposal was made at a school board meeting on March 13, 1978.

Across-the-table negotiations began on March 9, 1978. At their first meeting, the parties reached an interim agreement that the District would "meet and consult" with Local 22 about any proposed change which would affect wages, hours or working conditions. It was further agreed that negotiations on all matters except salary and fringe benefits for 1977-78 would be postponed until after Local 22 submitted a comprehensive proposal to the District.

After four negotiating sessions, ranging in length from four to eight hours each, the parties jointly declared impasse and on March 30, 1978 requested the appointment of a mediator. By the time impasse was declared, it was apparent that the parties were far apart on money. The opening position of Local 22 was for an across-the-board increase of $125 per month for all members of the negotiating unit. The District's opening offer was for a 1 percent increase retroactive for the full 1977-78 school year. By March 30, the District had raised its offer to a pay increase of 5¼ percent. Local 22 remained at its proposal of $125 across-the-board.

Mediation began on April 14. At the start of mediation, the District modified its position to a pay increase of 5¼ percent or $37 across-the-board, whichever was greater. On April 17, the District boosted its offer to 6 percent or $46 across-the-board, whichever was greater. Local 22 made a counterproposal of 6 percent or $75 across-the-board, whichever was greater. For the following weeks, the parties remained with their modified positions and on April 24 the District's negotiator informed Local 22 that 6 percent or $46 across-the-board was the District's best offer.

Militancy among the Local 22 membership had been growing for some weeks prior to the April 24 negotiating session. Before the start of negotiations between the District and Local 22, the District had reached an agreement with the Sacramento City Teachers Association resulting in a 6 percent pay increase for members of the certificated employee negotiating unit. In February of 1978, the District granted a 6 percent pay increase to its management employees and in March, confidential employees got a 6 percent pay increase. Because 6 percent pay increases already had been granted to other District employees, members of Local 22 were annoyed with all District offers to them of less than 6 percent.

Large numbers of classified employees appeared at District school board meetings on April 10, April 17 and April 24 to protest the District's negotiating posture. During the first

week of April 1978, Local 22 formed a strike committee. Initially, the committee had about six or seven members but its size grew weekly and by April 25 it had approximately 30 members. In a letter presented at the April 17 school board meeting, the officers of Local 22 warned that unless the District made a new offer at the April 24 negotiating session, Local 22 would "seek strike sanction" from the Sacramento Central Labor Council. The letter also states that the officers "would have no choice" but to recommend such action to the Local's membership.

Apparently, however, the Local 22 negotiating team already had contacted the labor council. In a letter dated April 14, Thomas Kenny, the labor council's executive secretary, informed District Superintendent Joseph Lynn that the Local 22 negotiating team "has authorized a request for strike sanction . . . and is currently in the process of polling its membership for concurrence with the negotiating team's position." The letter informed the District that the executive board of the labor council would consider the matter on April 25 and invited the District to send a representative to present its side of the controversy. The labor council did grant strike sanction to Local 22 on April 25.

On the evening of April 25, some 25 to 30 members of Local 22 met to discuss the status of negotiations with the District. Some of these persons were members of the negotiating

committee, some were members of the strike committee and some were simply interested members of the local. During the discussion which followed, several employees expressed the view that the District was not yet convinced that they were not going to accept its last offer. By consensus, those present reached the decision that they should refuse to work the following day and claim personal necessity leave. The two originators of this idea were District bus drivers. George Lemasters, a bus driver who was present at the April 25 meeting, when asked what conclusions were reached at the meeting, testified:

> Well, my conclusion was that I would take the next day off. And I encouraged everybody in my sight and in my hearing over the telephone to do the same thing.

Mr. Lemasters said he called between 18 and 20 other employees. A total of five persons made calls that evening to advise other employees about the consensus which had been reached not to work the next day.

At 4:30 a.m. on April 26, District transportation supervisor Robert Hill received telephone calls from his two assistants advising him that they would be taking the day off for personal business. When he received those calls, he "figured something was going on because they have never called in, both of them, at the same time, to be off." He went to work and at 6:30 a.m. the drivers began calling in that they would be taking the day off for personal business. Shortly

after 6:30 a.m., Mr. Hill called his supervisor who arrived at 7:30 a.m. Mr. Hill was on the telephone that day continuously from 6:30 a.m. to 11:00 a.m. taking calls, first from drivers and then from parents. He testified that the telephones became so hot that they literally were smoking.

Several employees called in as being sick but most of them stated that they were taking the day off for a personal necessity. The parties stipulated that on April 26, 1978, both of the transportation department clerks were absent from work, four out of the five mechanics were absent, all 23 bus attendants were absent, 58 out of the 61 bus drivers II were absent, all 35 of the bus drivers I were absent, two of nine reproduction technicians were absent, all seven warehouse workers were absent and all three delivery persons were absent. Normally, about 12 employees would be absent from the transportation department. Nineteen of the employees who were absent on April 26, 1978 testified at the hearing. As to those 19 employees, the parties stipulated that they each had called in on the morning of April 26, told the person who answered the telephone that they would not be present at work for personal reasons and that the person on the other end of the telephone either told them "okay" or made some acknowledgement they had called. The employees who were absent on April 26 for personal business, returned to work on April 27.

As of April 26, 1978, the parties had not exhausted the impasse procedures contained in the Educational Employment

Relations Act.[2] Prior to April 26, 1978, the District had never had a concerted absence by a large number of its employees.

A special meeting of the District board of education was called for 5:00 p.m. on April 27. Among the items scheduled for action was Resolution No. 552, "Emergency Policies of the Sacramento City Unified School District." Resolution No. 552 was written as a District response to "any strike, walk-out, slowdown or other type of work stoppage by employees." The resolution establishes emergency regulations which will go into effect upon a declaration by the superintendent. In relevant part, the regulations provide as follows:

> 3. LEAVE OF ABSENCE.
>
> (a) PERSONAL BUSINESS LEAVE. No employee of the district shall be granted a leave of absence for personal business.
>
> (b) PERSONAL NECESSITY LEAVE OR EMERGENCY LEAVE. Personal necessity or emergency leaves are authorized for district employees only when the same is taken due to:
>
> (1) Death or serious illness of a member of such employee's immediate family; or
>
> (2) Accident involving such employee's person or property or the person or property of a member of such employee's immediate family.

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[2]The impasse procedures of the EERA are set forth in Article 9 of the statute, Government Code sections 3548 through 3548.6.

(c) SICK LEAVE.

(1) In order to be granted a sick leave for any absence claimed to be due to illness or injury (other than pursuant to an industrial accident or illness leave), a district employee must file with the Personnel Office of the district a statement signed by his or her physician or medical advisor.

(2) In the event there is a suspected concerted withdrawal of services by employees, it shall be district policy to require a physician's certification from any employee who is absent on the date of said suspected withdrawal of the services and who files a claim for sick leave benefits for the absence.

(3) Said certificate must be filed within five days upon return to work. In the event a district employee fails or refuses to furnish said certificate within five days, said absence shall be treated as and be deemed to be unauthorized leave without pay.

(4) Except as otherwise provided herein, all of the leave policies and regulations of the district shall remain in full force and effect.

Representatives of Local 22 appeared at the April 27 school board meeting and urged the rejection of Resolution No. 552. A letter given to the board by the union's representatives called the resolution "nothing more than coercion and retribution against employees who exercised collective action on their own behalf against this school district." The letter demands that the District meet and negotiate about the contents of the resolution prior to its adoption. A

representative of the Sacramento City Teachers Association, the exclusive representative of certificated employees, also appeared to oppose the resolution.

Following the statements from representatives of Local 22 and the teachers association, the board of education went into executive session. Approximately 20 minutes later, the board returned to the public session, amended Resolution No. 552 so that it would apply only to classified employees and then adopted it. In conjunction with its adoption of the resolution, the school board declared a state of emergency retroactive to April 26. By its retroactive declaration of emergency the school board sought to make the regulations contained in Resolution No. 552 retroactive to April 26.

On April 28, the District superintendent sent a message to all classified employees summarizing the action of the school board and stating the District's position in negotiations. In relevant part, that April 28 communication reads as follows:

> All classified employees should be aware that:
>
> (1) Strikes by public employees are illegal;
>
> (2) Each employee is personally responsible for his/her decisions, actions, and conduct during this state of emergency;
>
> (3) Full salary deduction will be made for each day of unauthorized absence. Beginning April 26, 1978, absences of classified employees (excluding management, supervisory, and confidential) are authorized only if the following conditions are met:

SICK LEAVE: A physician's statement will be required for any one or more days of absence charged to sick leave during the state of emergency. Such statement must be filed with the Personnel Services Office within five (5) days following return to work. In the event an employee fails or refuses to furnish such certification of illness or accident with [sic] five (5) days, said absence(s) shall be treated as unauthorized leave without pay.

PERSONAL BUSINESS LEAVE: No employee shall be granted leave of absence for personal business.

PERSONAL NECESSITY CHARGEABLE TO SICK LEAVE: Personal necessity leave shall be granted only for reasons of death or serious illness of a member of the employee's immediate family, or accident involving the employee's person or property or the person or property of a member of the employee's immediate family. Employees will be required to file with the Personnel Services Office satisfactory evidence of entitlement to such leave.

All other leave policies of the district shall remain in full force and effect, except that employees will be required to file with the Personnel Services Office satisfactory evidence of entitlement to such leave.

VACATIONS: During the state of emergency, no vacation shall be approved for any employee; however, vacations which were approved by supervisory or administrative authority prior to April 26, 1978, may be taken and will be considered authorized absences.

Employees who are absent without authorization shall be subject to discipline as determined by the Board of Education. Such unauthorized absences include, but are not limited to, collective refusals to provide service, unauthorized use of leave benefits, non-attendance at required meetings, walk-outs, slowdowns, or work stoppage.

When the employees returned to work on April 27 they were given copies of the District's standard employee absence report form. The employees who appeared as witnesses at the hearing testified that their names already had been written on the form and the excuse they gave for the absence on the telephone already was marked on the form. This was in accord with the usual District practice.

In order to receive pay for April 26, employees had to meet the requirements of Resolution No. 552 as explained in the superintendent's letter of April 28. The only persons paid for the day were those who had a doctor's certificate or who could prove there was a death, serious illness or accident in their immediate family. An estimated 10 to 15 of the 134 employees who were absent on April 26 met those qualifications and were paid. All others were docked for one day's pay. The pay dock was made from the employees' May 31, 1978 check.

Prior to the school board's action of April 27, the District had a long-standing sick leave policy in effect. Originally adopted in 1968, the policy was amended in 1969, 1970 and 1974. The policy detailed the procedures under which an employee would be required to furnish a doctor's certificate in order to be paid for sick leave. It also specified the conditions under which sick leave could be used by employees for "personal necessity." In relevant part, the policy provided as follows:

Sick Leave

1. Personal illness or injury

. . . . . .

g. For personal illness absence of any regular employee exceeding ten (10) consecutive work days, a physician's statement verifying the illness shall be provided by the employee in addition to the regular report of such illness. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.

Nothing shall be deemed to prevent the superintendent or the assistant superintendent, Personnel Services, from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.

. . . . . .

2. Sick leave for personal necessity

a. Leave of absence not to exceed six (6) days per year granted pursuant to Section R-4591 of these regulations may, at the employee's election, be used for any of the following, and prior approval shall not be required, except to give as much notice as possible to the employee's principal or other administrator in charge so that a substitute may be obtained:

(1) Death, accident or illness involving the employee's immediate family, other relatives, or close friends; accident involving the employee's personal property or the personal property of his immediate family, other relatives, or close friends.

(2) Inability to get to the employee's assigned place of duty because of circumstances beyond his control, provided that not less than one full day of leave may be used for this purpose.

(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

(4) To attend weddings, ceremonies, or traditional observances honoring members of the employee's immediate family.

(5) To attend to legal or business matters necessary for the well-being of the employee or a member of his immediate family.

(6) To take examinations or engage in other activities related to advanced training which are required to hold the employee's position in the district which cannot be scheduled during off duty hours. (In such cases the employee shall attach to his Employee Absence Report satisfactory written evidence of the requirement.)

b. "Immediate family" as used herein includes spouse, children, parents, grandparents, sisters, brothers, parents-in-law, sons-in-law, daughters-in-law, grandparents-in-law, foster children, grandchildren, adopted children, or any other relative living in the immediate household of the employee.

c. Sick leave for personal necessity may NOT be used for any of the following: attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience, or religious observances; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise

authorized by these regulations; seeking or engaging in remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities related to work stoppage or political campaigning.

d. The employee's election to use his sick leave credits for any of the purposes above allowable shall be indicated on the Employee Absence Report which shall be attached to the Payroll Section's copy of the Monthly Absence Report of Regular Employees. The Employee Absence Report form shall show the reason for the personal necessity leave as listed in (1) through (6) above, on the reverse side. The employee's signature on the form and the signature of the appropriate administrator on the Monthly Absence Report shall attest to the veracity of the report.

This long-standing policy is reflected in questions asked on the District's employee absence report form. On the front side of the form, an employee is asked to indicate whether an absence was for employee illness or "use of sick leave for compelling personal importance." If the sick leave was for compelling personal importance, the employee is directed to check one of nine reasons listed on the reverse side of the form. The reverse side of the form reads as follows:

> Check reason for use of sick leave for compelling personal importance:
>
> _____ 1. Death involving the immediate family, other relatives, or close friends.
>
> _____ 2. Accident involving the immediate family, other relatives, or close friends.

_____ 3. Illness involving the immediate family, other relatives, or close friends.

_____ 4. Accident involving personal property of the employee, the immediate family, other relatives, or close friends.

_____ 5. Inability to get to assigned place of duty because of circumstances beyond control.

_____ 6. Appearance in court.

_____ 7. Attendance at religious observances, weddings, ceremonies, or traditional observances honoring the employee or members of the employee's immediate family.

_____ 8. Attending to legal or business matters of compelling personal importance.

_____ 9. Taking examinations related to advanced training which cannot be scheduled during off-duty hours (attach to this form written evidence of the requirement.)

The following are not considered reasons of compelling personal importance: attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience; the extensions of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise authorized by these rules; seeking or engaging in other employment; engaging in a strike demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities relating to work stoppage or political campaigning.

The form had been in use within the District for some time prior to April 26, 1978.

Testimony at the hearing established that in accord with

the Education Code,[3] the District's practice under the 1968 policy was to permit employees to use up to six days of sick leave annually for specified personal necessities. It was the practice that if an employee properly completed the District sick leave form the employee normally would be paid without further inquiry. It was the District's policy

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[3]Education Code section 45207 provides as follows:

> Any days of absence for illness or injury earned pursuant to Section 45191, may be used by the probationary or permanent employee, at his election, in cases of personal necessity, including any of the following:
>
> (a) Death of a member of his immediate family when additional leave is required beyond that provided in Section 45194 and that provided, in addition thereto, as a right by the governing board.
>
> (b) Accident, involving his person or property, or the person or property of a member of his immediate family.
>
> (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
>
> (d) Such other reasons which may be prescribed by the governing board.
>
> The governing board of each school district shall adopt rules and regulations requiring and prescribing the manner of proof of personal necessity for the purpose of this section. No earned leave in excess of six days may be used in any school year for the purposes enumerated in this section.
>
> Immediate family has the same meaning as provided in Section 45194.
>
> This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter. This section shall also apply to school districts that may be exempted from the provisions of Section 45191. Authorized necessity leave shall be deducted from sick leave earned under the provisions of the exemption of Section 45191.

to assume honesty on the part of its employees and to make no further inquiries unless there was independent evidence indicating an abuse of sick leave. When there was an indication of abuse of sick leave, it was the District's practice to investigate the absence and to require additional information and/or a doctor's certificate before making payment.

At the hearing, nine employee witnesses credibly testified that when they previously had taken personal necessity leave they had explained the nature of the personal necessity to their supervisor. Transportation supervisor Hill credibly testified that in his six years as a supervisor he could recall only one employee who refused to explain the nature of a personal necessity requiring a leave. "I've had a couple put up a real stink about it, but then finally did at least mark something on the back of the form," he said. Mr. Hill identified the one person who would not give a reason for the previous absences as George Lemasters.

Mr. Lemasters, who was a witness at the hearing, credibly testified that he twice refused to identify the nature of the personal necessity for which he took leave. He said he was paid on both occasions. He also testified that on another occasion he did identify the nature of the personal necessity when he took leave. Mr. Lemasters testified that the three occasions when he took personal necessity leave comprised the entire amount of sick leave he has taken in the last three

years. At the hearing, one other employee testified that she had declined to identify the nature of the personal necessity when she had taken leave.

Robert Parker, assistant superintendent for business in the District, credibly testified that sick leave and leave of absence policies have been administered "on the assumption that employees will be honest." Because of this, he said, someone like Mr. Lemasters could have been paid for an unexplained absence if his supervisor had no reason to suspect an abuse.

Subsequent to April 26, the District modified its salary offer to a pay increase of 6 percent or $55, whichever was greater. On May 6 and 7, 1978, Local 22 conducted a vote on the District proposal. A majority of the union's members voted to accept the offer and the parties reached an agreement on May 8, 1978. On May 9, 1978, the District superintendent wrote a letter to classified employees informing them that the District board of education had declared an end to the state of emergency and rescinded the emergency policies.

LEGAL ISSUES

1) Did the District by its adoption and implementation of Resolution 552 thereby violate Government Code section 3543.5(a)?

2) Did the District by its adoption and implementation of Resolution 552 thereby violate Government Code section 3543.5(c)?

CONCLUSIONS OF LAW

The parties and the hearing officer come to this case with the guidance of Sacramento City Unified School District (8/14/79) PERB Decision No. 100 which reverses a hearing officer's earlier dismissal of the present charge. In Decision No. 100, the PERB held that the charge in the present case states a prima facie violation of Section 3543.5(a) and (c). Because Decision No. 100 involved an appeal from a dismissal prior to a hearing, the PERB deemed the factual allegations in the charge to be true. San Juan Unified School District (3/10/77) EERB Decision No. 12. In this proposed decision, the legal principles set forth in Decision No. 100 will be applied to the factual allegations as proven.

Alleged Violation of Section 3543.5(a)

Under Government Code section 3543.5(a) it is unlawful for a public school employer to:

> Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.

This section must be read in conjunction with section 3543 which guarantees public school employees the "right to form, join, and participate in the activities of employee

organizations" and to refuse to participate.[4] If the District's adoption and implementation of Resolution No. 552 "interfere(d) with, restrain(ed), or coerce(d) employees because of their exercise" of section 3543 rights, it was an unfair practice.

In Carlsbad Unified School District (1/30/79) PERB Decision No. 89, the PERB set forth the test for determining whether in a particular situation an employer has violated section 3543.5(a). The test provides as follows:

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[4]Government Code section 3543 provides as follows:

> Public school employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public school employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public school employer, except that once the employees in an appropriate unit have selected an exclusive representative and it has been recognized pursuant to Section 3544.1 or certified pursuant to Section 3544.7, no employee in that unit may meet and negotiate with the public school employer.
>
> Any employee may at any time present grievances to his employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8 and the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the public school employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

. . . . . .

> 2. Where the charging party establishes that the employer's conduct tends to or does result in some harm to employee rights granted under the EERA, a prima facie case shall be deemed to exist;
>
> 3. Where the harm to the employees' rights is slight, and the employer offers justification based on operational necessity, the competing interest of the employer and the rights of the employees will be balanced and the charge resolved accordingly;
>
> 4. Where the harm is inherently destructive of employee rights, the employer's conduct will be excused only on proof that it was occasioned by circumstances beyond the employer's control and that no alternative course of action was available;
>
> 5. Irrespective of the foregoing, a charge will be sustained where it is shown that the employer would not have engaged in the complained-of conduct but for an unlawful motivation, purpose or intent.

The Carlsbad test is applied whenever the employer's conduct harms "employee rights granted under EERA." Carlsbad is inapplicable in those situations where an employee has engaged in conduct which is not protected by section 3543. The statute presents no bar to an employer's punishment of an employee who has engaged in unprotected conduct. See Pittsburg Unified School District (2/10/78) PERB Decision No. 47 and the Board's interpretation of Pittsburg as set forth in Richmond Unified School District (8/1/79) PERB Decision No. 99. The key to the present case, therefore, is whether the District through the adoption and implementation of Resolution No. 552 has taken action which unlawfully infringes upon employee participation in protected activity.

In its brief, Local 22 contends that the District's refusal to pay employees absent from work on April 26, 1978 was unlawful because it was discriminatory and because it denied employees rights guaranteed to them by the Education Code. Moreover, Local 22 argues, the walkout was a protected response to the District's "egregious unfair labor practices." The District responds that the walkout was an unprotected and illegal strike which occurred prior to the exhaustion of impasse procedures. Furthermore, the District argues, there is no evidence of any kind to support the contention that the strike was in response to District unfair practices.

The evidence establishes that the work stoppage on April 26, 1978 was a concerted activity to protest the District's negotiating posture. The decision to be absent from work was reached by consensus at a meeting of various employees with members of the strike and negotiating committees. Following this consensus decision, five persons began making telephone calls to other employees, primarily in the transportation department, to encourage them not to report to work the next day. The officers of Local 22 fully supported and ratified this action. Plainly, the work stoppage was the activity of an employee organization. However, not all activities of employee organizations are protected. Employer discrimination against unprotected activity is not unlawful. See Pittsburg Unified School District, supra, PERB Decision No. 47.

The PERB has considered the legality of work stoppages several times subsequent to the Supreme Court's decision in San Diego Teachers Assn. v. Superior Court (1979) 24 Cal.3d 1 [154 Cal.Rptr. 893]. See Las Virgenes Unified School District (6/12/79) PERB Order No. IR-8, Val Verde School District (7/18/79) PERB Order No. IR-9, and San Francisco Unified School District (10/29/79) PERB Order No. IR-10. In San Francisco Unified, the PERB wrote:

> The Board considers the statutory enactment of impasse procedures in the EERA as strong evidence of a legislative intent to head off work stoppages prior to the completion of those procedures. [Footnote omitted.] This policy has been incorporated into title 8, California Administrative Code section 38100. [Footnote omitted.]

The PERB then incorporated the following analysis from the Supreme Court's decision in San Diego Teachers Association v. Superior Court, supra, 24 Cal.3d 1 at 8-9:

> Since they (impasse procedures) assume deferment of a strike at least until their completion, strikes before then can properly be found to be a refusal to participate in the impasse procedures in good faith and thus an unfair practice under section 3543.6, subdivision (d).

From these decisions, it would appear that an employee work stoppage prior to the exhaustion of impasse procedures under the EERA will, in most circumstances, be found in violation of section 3543.6(d). If a work stoppage prior to the exhaustion of impasse procedures is a violation of the EERA, it can hardly be claimed to be the protected activity of an employee organization. The only apparent exception to this rule is where the employee organization's work stoppage

was preceded by an employer's provocative unfair practices. In such a case, the PERB has written, the "work stoppage appears to be a protected response to an employer's unfair practices." Modesto City Schools (3/12/80) PERB Decision No. IR-12.

The work stoppage in the present case occurred prior to the exhaustion of impasse procedures under the EERA. Thus, it cannot be contended that the work stoppage was protected activity, absent a showing that it was provoked by District unfair practices. Local 22 makes this accusation but the flaw in its argument is the paucity of evidence that the District committed any unfair practice prior to the April 26, 1978 work stoppage. In its brief, Local 22 refers to an unfair practice charge which was filed and subsequently withdrawn.[5] An unfair practice charge which was withdrawn prior to hearing provides evidence of nothing. It is a summary of allegations. It cannot later be used as proof of the employer's misconduct. Although the former charge was mentioned during the hearing in the present case its veracity remains unestablished. There is scarcely any evidence at all, much less a preponderance of evidence, that the District committed any unfair practices prior to the April 26 job action.

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[5]Local 22 filed charge S-CE-109 against the District on March 20, 1978 and withdrew it on May 12, 1978.

Local 22 also fails in its contention that the absence from work on April 26, 1978 was the exercise of rights given to employees by the Education Code. The Education Code does not authorize employees to take personal necessity leave to protest their employer's stance in negotiations. Education Code section 45207 guarantees employees the right to use sick leave for personal necessities involving the death of a member of the employee's immediate family, accident involving the person or property of an employee or a member of the employee's immediate family, appearances in court or administrative tribunal and "such other reasons as may be prescribed by the governing board." None of the other reasons prescribed in the District's 1968 policy would permit the use of personal necessity leave to protest the District's stance in negotiations. By long-standing District rule, personal necessity leave is specifically prohibited for participation in a work stoppage.

For these reasons, it is concluded that the job action of April 26, 1978 was unprotected activity. Therefore, the District's refusal to pay the employees who were absent on that day was not a violation of section 3543.5(a).

Alleged Violation of Section 3543.5(c)

Under Government Code section 3543.5(c) it is unlawful for a public school employer to:

> Refuse or fail to meet and negotiate in good faith with an exclusive representative.

This section must be read in conjunction with section 3543.2 which lists the subjects which are within the scope of representation. Among the subjects specifically listed as being within the scope of representation is "leave, transfer and reassignment policies."

The PERB has held that it is a failure to negotiate in good faith for an employer to unilaterally change a matter within scope prior to impasse. See Davis Unified School District (2/22/80) PERB Decision No. 116, San Francisco Community College District (10/12/79) PERB Decision No. 105, and San Mateo Community College District (6/8/79) PERB Decision No. 94.

In Sacramento City Unified School District (8/14/79) PERB Decision No. 100, the procedural predecessor to the present proposed decision, the PERB observed:

> Local 22 charges and the District admits that it unilaterally adopted and implemented emergency regulations. Since a prima facie case is stated, the hearing officer's dismissal of the section 3543.5(c) charge is reversed.

The evidence submitted at the hearing conforms with the pleadings before the PERB when it wrote Decision No. 100. The District unilaterally adopted and implemented Resolution No. 552. The resolution concerned leave policies, a matter within the scope of representation.

Therefore, the District made a unilateral change about a matter within the scope of representation in violation of section 3543.5(c).

THE REMEDY

Local 22 asks for these remedies: Reimbursement of employees who were docked for their absence of April 26, 1978 either by providing them with one day's pay or crediting them with one day of sick leave; interest at the rate of 7 percent per year; the posting of a notice; an order that the District cease and desist from its unlawful conduct and that it bargain with Local 22 prior to adoption of any new policies; provision that employees "otherwise be made whole" for any losses; and the award of attorney fees.

It has been the practice of the PERB in unilateral change cases to order the employer to restore the status quo ante. If restoration of the status quo requires the payment of money, the PERB has included interest at the rate of 7 percent.

In the present case, the employer rescinded the disputed policy on May 9, 1978. However, some 119 to 124 employees suffered the loss of one day of pay for their absence on April 26, 1978. If it had been shown that the employees would have been paid but for the employer's adoption and implementation of Resolution No. 552, the appropriate remedy would be restoration of the lost wages plus interest. However, evidence presented at the hearing establishes that the employer's action in docking the salaries of the affected employees was consistent with District practices dating back at least as far as 1968. There is no question that long-standing District policies

precluded the use of personal necessity leave for the concerted work stoppage. The evidence also establishes that whenever the District received an independent indication of sick leave abuse, it long has required documentation before paying employees for their absence. In the present case, Local 22's frequent strike warnings provided ample reason for the District to suspect that its long-standing policy had been violated. The District requested documentation from all employees who were absent on April 26, 1978. Some 10 to 15 employees provided the documentation and were paid. The others were docked for one day of pay. These events were in accord with the District's long-standing policies and did not result from the adoption and implementation of Resolution No. 552.

Accordingly, it is concluded that repayment of the lost wages is not required to restore the status quo ante.

Attorneys fees are appropriate where the conduct of the respondent involved a "clear and flagrant" violation of the law. The District's adoption of Resolution No. 552 was completed prior to the PERB's first decision about the legality of a unilateral change.[6] Moreover, as the PERB noted in its earlier decision in the present case, the law involving strikes and employee concerted action is still developing. If it could not have been said with some certainty on April 27, 1978

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[6]Pajaro Valley Unified School District (5/22/78) PERB Decision No. 51.

that the District was violating the EERA by its adoption of Resolution No. 552, it cannot now be said that the District's action was a "clear and flagrant" violation of the law. For this reason, the request for legal fees must be denied.

The other remedies sought by Local 22 are in order. Under Government Code section 3541.5(c), the PERB is given the power to issue a decision and order directing an offending party to cease and desist from its unfair practice.

It is also appropriate that the District be required to post a notice incorporating the terms of the order. Posting of such a notice will provide employees with notice that the District has acted in an unlawful manner and is being required to cease and desist from this activity and to restore the status quo. It effectuates the purposes of the EERA that employees be informed of the resolution of the controversy and will announce the District's readiness to comply with the ordered remedy. See Placerville Union School District (9/18/78) PERB Decision No. 69. In Pandol and Sons v. ALRB and UFW (1979) 98 Cal.App.3d 580, 587, the California District Court of Appeal approved a posting requirement. The U. S. Supreme Court approved a similar posting requirement in NLRB v. Express Publishing Co. (1941) 312 U.S. 426 [8 LRRM 514].

PROPOSED ORDER

Upon the foregoing findings of fact, conclusions of law, and the entire record of this case, and pursuant to Government Code section 3541.5(c) of the Educational Employment Relations Act, it hereby is ordered that the Sacramento City Unified School District, board of education, superintendent and representative shall:

A. CEASE AND DESIST FROM:

1. Taking unilateral action with respect to employee leave policies and other matters within the scope of representation as defined by Government Code section 3543.2, and thereby violating Government Code section 3543.5(c).

2. Giving any force and effect to Board of Education Resolution No. 552.

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

1. Within seven calendar days of this decision becoming final, post at all school sites, and all other work locations where notices to classified employees customarily are placed, copies of the notice attached as Appendix A, hereto. Such posting shall be maintained for a period of twenty (20) working days. Reasonable steps shall be taken to insure that the notices are not altered, defaced or covered with any other material.

2. Notify the Sacramento Regional Director of the Public Employment Relations Board, in writing, at the end of the posting period, of what steps the District has taken to comply with this order.

All other charges filed against the Sacramento City Unified School District in case number S-CE-121 are hereby dismissed.

Pursuant to California Administrative Code, title 8, part III, section 32305, this Proposed Decision and Order shall become final on May 5, 1980 unless a party files a timely statement of exceptions. See California Administrative Code, title 9, part III, section 32300. Such statement of exceptions and supporting brief must be actually received by the executive assistant to the Board itself at the headquarters office in Sacramento before the close of business (5:00 p.m.) on May 5, 1980 in order to be timely filed. See California Administrative Code, title 8, part III, section 32135. Any statement of exceptions and supporting brief must be served concurrently with its filing upon each party to this proceeding. Proof of service shall be filed with the PERB itself. See California Administrative Code, title 8, sections 32300 and 32305, as amended.

DATED: April 14, 1980

Ronald E. Blubaugh
Hearing Officer

Appendix A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. S-CE-121, SEIU, Local 22 v. Sacramento City Unified School District, in which all parties had the right to participate, it has been found that the Sacramento City Unified School District violated the Educational Employment Relations Act (Government Code section 3543.5(c)).

As a result of this conduct, we have been ordered to post this notice and we will abide by the following:

A. CEASE AND DESIST FROM:

1. Taking unilateral action with respect to employee leave policies and other matters within the scope of representation as defined in Government Code section 3543.2, and thereby violating Government Code section 3543.5(c).

2. Giving any force and effect to Board of Education Resolution No. 552.

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

1. Within seven calendar days of this decision becoming final, post at all school sites, and all other work locations where notices to classified employees customarily are placed, copies of the notice. Such posting shall be maintained for a period of twenty (20) working days. Reasonable steps shall be taken to insure that the notices are not altered, defaced, or covered with any other material.

2. Notify the Sacramento Regional Director of the Public Employment Relations Board, in writing, at the end of the posting period, of what steps the District has taken to comply with this order.

DATED: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By _____

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR 20 WORKING DAYS FROM THE DATE OF POSTING AND MUST NOT BE DEFACED, ALTERED OR COVERED BY ANY MATERIAL.