



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

OROVILLE SECONDARY TEACHERS
ASSOCIATION, CTA/NEA,

Charging Party,

v.

OROVILLE UNION HIGH SCHOOL
DISTRICT,

Respondent.

Case No. SA-CE-2843-E

PERB Decision No. 2627a

October 22, 2021

Appearances: California Teachers Association by Jacob Rukeyser, Attorney, for Oroville Secondary Teachers Association, CTA/NEA; Dannis Woliver Kelley by Christian Keiner and Ellen Wu, Attorneys, for Oroville Union High School District.

Before Banks, Chair; Shiners and Krantz, Members.

DECISION

BANKS, Chair: This case is before the Public Employment Relations Board (PERB or Board) after the Court of Appeal for the Third Appellate District issued its unpublished opinion and order in *Oroville Union High School District v. Public Employment Relations Bd.* (Cal. Ct. App., Aug. 20, 2021, No. C089108, 2021 WL 3700495.) Pursuant to the Court of Appeal's order, as discussed below, we vacate in part *Oroville Union High School District* (2019) PERB Decision No. 2627 (*Oroville*) and issue a modified remedial order in this matter.

In *Oroville, supra*, PERB Decision No. 2627, we concluded that the Oroville Union High School District violated the Educational Employment Relations Act (EERA) by: (1) denying Oroville Secondary Teachers Association bargaining team members a

reasonable amount of released time to prepare for negotiations; and (2) unilaterally changing policy by requiring two Association bargaining team members to use Personal Necessity Leave to participate in Association business on a particular date.¹ Among other remedies, we ordered the District to provide Association bargaining team members a reasonable amount of released time to prepare for negotiations, as requested by the Association, and to rescind the policy of requiring Association members to take Personal Necessity Leave to participate in Association business.

In its opinion and order, the Court of Appeal affirmed our conclusion that EERA section 3543.1, subdivision (c) provides a reasonable amount of released time for negotiations preparation. The court set aside the parts of our original decision and order that found the District made an unlawful unilateral change to its existing policy by requiring two Association bargaining team members to use Personal Necessity Leave to engage in Association business.

In accordance with the Third District's order, we hereby vacate the discussion and related conclusions of law addressing the Association's unilateral change allegation on pages 24-26 of *Oroville, supra*, PERB Decision No. 2627. The remainder of the decision shall remain in effect. We also vacate our original order and issue the following modified order in this matter.

Pursuant to EERA section 3541.5, subdivision (c), it hereby is ORDERED that the District, its governing board and its representatives shall:

¹ EERA is codified at Government Code section 3540 et seq. All further statutory references are to the Government Code.

A. CEASE AND DESIST FROM:

1. Denying Association bargaining team members a reasonable amount of released time to prepare for negotiations.

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

1. Provide Association bargaining team members a reasonable amount of released time to prepare for negotiations, as requested by the Association.

2. Reimburse the Association for any costs incurred on behalf of all five Association bargaining team members for negotiations preparation on January 27, 2016, including but not limited to any costs incurred for substitute teachers.

3. Make whole all five Association bargaining team members who attended the January 27, 2016 negotiations preparation meeting and were adversely affected by the District's violations of EERA, including:

a. Restore any and all leave deducted from those employees' leave balances as a result of the District's unlawful violations of EERA.

b. Change all AESOP records related to those employees' absences on January 27, 2016 to Negotiations Leave.

4. Within 10 workdays after service of this decision, post at all work locations in the District, where notices to District faculty customarily are posted, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the District, indicating that it will comply with the terms of this

Order. Such posting shall be maintained for a period of 30 consecutive workdays.² In addition to physical posting of paper notices, the District shall also post the Notice by electronic message, intranet, internet site, and other electronic means customarily used by the District to communicate with employees represented by the Association. Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced or covered with any other material.

5. Written notification of the actions taken to comply with this Order shall be made to the General Counsel of the Public Employment Relations Board, or the General Counsel's designee. Respondent shall provide reports, in writing, as directed by the General Counsel or designee. All reports regarding compliance with this Order shall be concurrently served on the Association.

Members Shiners and Krantz joined in this Decision.

² In light of the ongoing COVID-19 pandemic, Respondent shall notify PERB's Office of the General Counsel (OGC) in writing if, due to an extraordinary circumstance such as an emergency declaration or shelter-in-place order, a majority of employees at one or more work locations are not physically reporting to their work location as of the time the physical posting would otherwise commence. If Respondent so notifies OGC, or if Charging Party requests in writing that OGC alter or extend the posting period, require additional notice methods, or otherwise adjust the manner in which employees receive notice, OGC shall investigate and solicit input from all parties. OGC shall provide amended instructions to the extent appropriate to ensure adequate publication of the Notice, such as directing Respondent to commence posting within 10 workdays after a majority of employees have resumed physically reporting on a regular basis; directing Respondent to mail the Notice to all employees who are not regularly reporting to any work location due to the extraordinary circumstance, including those who are on a short term or indefinite furlough, are on layoff subject to recall, or are working from home; or directing Respondent to mail the Notice to those employees with whom it does not customarily communicate through electronic means.

**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. SA-CE-2843-E, *Oroville Secondary Teachers Association, CTA/NEA v. Oroville Union High School District*, in which all parties had the right to participate, it has been found that the Oroville Union High School District violated the Educational Employment Relations Act (EERA), Government Code section 3540 et seq., when it denied Oroville Secondary Teachers Association bargaining team members a reasonable amount of released time to prepare for negotiations.

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

A. CEASE AND DESIST FROM:

1. Denying Association bargaining team members a reasonable amount of released time to prepare for negotiations.

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

1. Provide Association bargaining team members a reasonable amount of released time to prepare for negotiations, as requested by the Association.

2. Reimburse the Association for any costs incurred on behalf of all five Association bargaining team members for negotiations preparation on January 27, 2016, including but not limited to any costs incurred for substitute teachers.

3. Make whole all five Association bargaining team members who attended the January 27, 2016 negotiations preparation meeting and were adversely affected by the District's violations of EERA, including:

a. Restore any and all leave deducted from those employees' leave balances as a result of the District's unlawful violations of EERA.

b. Change all AESOP records related to those employees' absences on January 27, 2016 to Negotiations Leave.

Dated: _____

OROVILLE UNION HIGH SCHOOL DISTRICT

By: _____

Authorized Agent

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