STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ANTIOCH CHAPTER NO. 85,	)	
Charging Party,	)	Case Nos. SF-CE-641 SF-CE-644
v.	)	
ANTIOCH UNIFIED SCHOOL DISTRICT,	)	PERB Decision No. 515
Respondent.	)	August 2, 1985

Appearances: Michael Aidan for California School Employees Association and its Antioch Chapter No. 85; Atkinson, Andelson, Loya, Ruud & Romo by Janae H. Novotny for Antioch Unified School District.

Before Hesse, Chairperson; Jaeger, Morgenstern and Burt, Members.

DECISION

JAEGER, Member: This case is before the Public Employment Relations Board (PERB) on exceptions filed by the Antioch Unified School District (District) to the proposed decision of an administrative law judge which found that the District had violated the Educational Employment Relations Act (EERA or Act)[1] by, inter alia, unilaterally reducing salaries paid to certain of its classified employees. For the reasons which

[1]The EERA is codified at Government Code section 3540 et seq. All section references herein are to the Government Code.

follow, we affirm the finding that the District violated the EERA; however, we modify the proposed remedy.

FACTS

The parties to this case were, during the time of the dispute here at issue, signatories to a collectively negotiated agreement, effective by its terms from November 1980 through December 31, 1982. This contract included a salary schedule which set forth the wages for each job classification in the bargaining unit. For the first year of the agreement, positions in the classification of Staff Secretary I were to be paid at range 26 of the schedule. Staff Secretary II was to be paid at range 28. Compensation for Instructional Aide positions was set forth in a separate schedule in the contract without reference to numbered pay ranges.

The District operates as a merit system school district. Thus, pursuant to Education Code sections 45240 et seq., certain classified employee personnel functions are performed by a personnel commission, a separate legal entity from the District and its governing board.

Staff Secretary I

During the 1980-81 school year, the District undertook a reorganization of its managerial and supervisory functions which apparently involved some modification of responsibilities and job titles for some of the administrators and certificated employees working in the District's central administrative

offices. Among the clerical staff employed at the administrative offices at that time were several secretaries working in positions classified as either Staff Secretary I or Staff Secretary II. California School Employees Association and its Antioch Chapter No. 85 (CSEA) is the exclusive representative of those secretaries.

The reorganization of the administrators led the District to consider a change among the secretarial ranks. In particular, the District focused on one secretarial position whose occupant furnished clerical services to an administrator whose responsibilities had recently been modified. The secretary occupying this position resigned during the time of the administrative reorganization. The District thereafter determined that the position, which was classified at the Staff Secretary I level, should be downgraded while it was vacant. On June 9, 1981, therefore, the personnel commission approved a reduction in salary for the Staff Secretary I classification from pay range 26 to range 24.

Upon discovery of this action, CSEA field representative Michael Aidan protested, pointing out that the salary schedule in the collective bargaining agreement between CSEA and the District specified that employees working in the Staff Secretary I classification are to be paid at range 26. In the face of this objection, the personnel commission rescinded the pay reduction. The District then tried a different tack. It

decided to create a new secretarial classification to which the vacant position would be assigned. On July 22, 1981, therefore, the District announced plans for the creation of a new classification to be called "Senior Secretary" and to be paid at range 24.

CSEA did not express opposition to the decision to create a new classification to which the vacant position would be assigned. It did, however, demand to negotiate the salary to be paid for the new position. The District agreed to negotiate the matter.

On July 27, 1981, CSEA submitted to the District a comprehensive proposal on the new secretarial classification. It proposed to retitle the previously existing secretarial classifications (Staff Secretaries I and II) as Staff Secretary II and Staff Secretary III, thereby making it possible to title the newly-proposed classification as Staff Secretary I rather than Senior Secretary, It also agreed to a salary at range 24 on the condition that the District require a typing speed of only 45 words per minute for employees in positions so classified rather than the 50 words per minute which the District had always required for the old Staff Secretary I classification.

The District had begun advertising to fill the vacant secretarial position on June 10, 1981, initially under the job description for the old Staff Secretary I classification. The

job announcements stated that the position would be filled on August 17. On August 11, the personnel commission, "pending negotiations between the District and CSEA," approved the placement of the new Staff Secretary I classification[2] at pay range 24 and also approved an eligibility list for the class. On or shortly after August 17, the District hired two persons to fill positions classified as Staff Secretary I at range 24.

On August 24, the parties met and negotiated regarding the salary for the Staff Secretary I classification. CSEA stood by its proposal that, if the salary for the vacant position was to be lowered to range 24, then the typing requirement should be reduced to 45 words per minute. The District, however, refused to agree to CSEA's proposal, maintaining that, notwithstanding the change in classification, it required the higher typing speed.

The parties were unable to schedule another negotiating session until November 23. At this meeting the parties were again unable to reach agreement on the wage for the new secretarial classification. Agreeing that they were at impasse, they decided to seek the assistance of a mediator pursuant to the EERA's impasse procedures. CSEA filed the declaration of impasse with PERB's San Francisco regional

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[2]The District by this point had agreed with and adopted CSEA's proposal for retitling the secretarial classifications.

office on November 30. On December 8, the request was denied on the grounds that the parties were not involved in actual contract negotiations and the public notice requirements of the EERA had not been met.

Instructional Aide, Non-Typing

In May of 1981, the District concluded that the layoff of a number of instructional aides would be necessary. District administrators met with CSEA representatives on May 21 to discuss the impending reduction in staff. At the meeting, the District advised CSEA that there were four aides working in "restricted"[3] positions and that, under the Education Code, employees in such positions could not acquire seniority. Therefore, despite their years of service, these employees would be the first to be released.

CSEA contested the District's plans, urging the District to grant seniority to the four aides. In order to resolve the matter, the District offered to promote the four aides into regular aide positions provided that they were able to pass the qualifications examination which the District required as standard procedure of all applicants for regular instructional

[3]Education Code section 45108 provides that employees hired into the classified service under low-income programs (such as the former CETA program) shall serve in positions designated as "restricted" and shall not be eligible to acquire seniority credit.

aide positions. CSEA disagreed with the procedure proposed by the District, particularly objecting to the typing component of the examination. CSEA maintained that it was unnecessary to test the four individuals' typing skills since they had never been called upon to type in the course of their work. The District, however, cited the official job description which indicated that some typing was required, and insisted upon administering the usual test of typing skills.

All four restricted aides took the test. Three passed the test in its entirety and were thereupon appointed as regular instructional aides, with credit for seniority based on all years of service with the District. The fourth aide, Russell Stahlheber, passed all but the typing component of the test. Accordingly, Mr. Stahlheber was given a layoff notice effective July 1, 1981.

On July 22, 1981, in an effort to accommodate Mr. Stahlheber, the District proposed the creation of a new classification which would not include typing among its duties. The new classification would be titled "Instructional Aide, Non-Typing." Other than the removal of the typing requirement, the duties listed in the job description for the newly-classified position would be identical to those listed for the regular instructional aide classification. Under the proposal, Mr. Stahlheber would be assigned to an unrestricted

position in this proposed classification and would thereby acquire seniority based on his original date of employment with the District. While Mr. Stahlheber would thus take a position in a new classification, there was no expectation that the work he would perform in his job would change in any way from previous years.

The problem with the proposal from CSEA's point of view was that the District proposed to set pay for the new classification at a salary range five percent below that of the regular instructional aides. To ease the impact of the salary reduction, the District offered to "Y-rate" Mr. Stahlheber, that is, to maintain his previous salary level, rather than reducing it five percent, but to deny him any salary increases which other aides might receive in the future until the salary of the other aides was five percent above his.

In its July 27, 1981 proposal, CSEA acceded to the reclassification of Mr. Stahlheber's job to the new Instructional Aide, Non-Typing classification, but proposed that the salary be the same as that for other aides.

At the August 24 negotiating session, CSEA pushed for its salary proposal, but the District refused on the grounds that the position required a lower level of skill than the regular aide positions. The November 23 negotiating session also failed to produce agreement, and the matter was then included

in the parties' declaration of impasse submitted to PERB on November 30.

Mr. Stahlheber reported to work at the start of the school year in September 1981. He served in his old job, now classified as Instructional Aide, Non-Typing, and received a salary which was five percent lower than that paid to regular instructional aides.

DISCUSSION

The charges filed by CSEA in this case allege that the District violated EERA sections 3543.5(a), (b) and (c) by fixing the salaries for certain employees represented by CSEA without first completing its duty under the EERA to negotiate on that subject.[4] In his proposed decision, the administrative law judge (ALJ) found that the District had violated sections 3543.5(a), (b) and (c) by unilaterally

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[4]EERA sections 3543.5(a), (b) and (c) provide as follows:

> It shall be unlawful for a public school employer to:
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> (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.
>
> (b) Deny to employee organizations rights guaranteed to them by this chapter.
>
> (c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

transferring duties among job classifications, by unilaterally changing a job title and by unilaterally changing wages.

On exceptions, the District argues initially that the questions of unilateral change in job duties and titles were never at issue, either in negotiations or at the hearing underlying this appeal. Upon our review of the record, we agree that the ALJ improperly broadened the scope of his proposed decision on his own initiative.

CSEA Field Representative Michael Aidan represented CSEA throughout all the events connected with the instant case. He served as CSEA's chief negotiator during the events here at issue and prosecuted CSEA's charge at the underlying hearing. Aidan also testified as a witness in that proceeding. His testimony makes quite clear that CSEA's interest in negotiating the District's 1981 proposals for new classifications was limited to the subject of wages, without more. Indeed, he acknowledged that CSEA did not even take the position that the decisions to establish the new classifications were matters within the scope of representation. Consistent with these facts, CSEA's statement of the charge, filed with PERB's San Francisco regional office to commence this action, includes only the carefully and narrowly-drawn allegation that wages were set unilaterally; it makes no claim that the District engaged in unlawful conduct by transferring job duties or by changing job titles. In issuing rulings that the District

violated the EERA by transferring job duties and changing a job title, therefore, the ALJ exceeded the scope of the charge. Our own inquiry then, will address only the matter of the salary dispute.

The record suggests that, in proposing to reclassify the old Staff Secretary I position, the District may have merely been engaging in a pretextual effort aimed in truth at circumventing the contractual salary schedule and achieving a reduction in salary for an existing job. The evidence is clear that initially the District attempted to reduce the salary of the vacant position directly, and only proposed the creation of the Senior Secretary classification when CSEA, in reliance on the contract, objected to its direct attempt to reduce wages. The District's business manager, Ralph Burris, candidly testified that when the District was unable to lower the salary of the Staff Secretary I classification directly, it took the position that, "well, we won't use that approach, . . . we'll leave Staff Secretary I alone and not assign it a lower pay range, but we'll get a new job and call it something different." CSEA's field director testified without contradiction that the new classification represented simply a new title for an existing job.[5]

[5]Business Manager Burris also testified that since the creation of the "new" secretarial classification at pay range 24, the District has not employed anyone at the range 26

In light of these circumstances, CSEA might well have been justified had it continued to insist that the salary for the vacant position had already been negotiated, since the District had agreed to a contract which fixed the wages for existing bargaining unit jobs for the term of the contract, any departure from that schedule, absent prior agreement by CSEA, would be an unlawful unilateral change.

We need not, however, ultimately decide whether the District's proposal to create a newly-titled position was merely a pretext for reducing salaries or genuinely reflected a real modification in the duties of the position. In either case, an employer violates the EERA when it unilaterally fixes the wages to be paid to represented employees. Sonoma County Office of Education (1977) EERB Decision No. 40; San Mateo County Community College District (1979) PERB Decision No. 94; NLRB v. Katz (1962) 319 U.S. 736 [59 LRRM 2177].

On exceptions, the District argues that, because it is a merit system school district, salaries it implemented for the Staff Secretary I and instructional Aide, Non-Typing classifications were set by the Personnel Commission, not by the District. It relies on Sonoma County Board of Education v. PERB (1980) 102 Cal.App.3d 689 and San Lorenzo Unified School District (1982) PERB Decision No. 274.

Staff Secretary II level; however, two positions formerly so compensated are now classified at Staff Secretary I and paid at range 24.

In Sonoma, the court of appeal considered the authority of a merit system school district to negotiate wage matters in light of Education Code section 45268. That section sets forth a personnel commission's authority with respect to salary rates as follows:

> The commission shall recommend to the governing board salary schedules for the classified service. The governing board may approve, amend, or reject these recommendations. No amendment shall be adopted until the commission is first given a reasonable opportunity to make a written statement of the effect the amendments will have upon the principle of like pay for like service. No changes shall operate to disturb the relationship which compensation schedules bear to one another, as the relationship has been established in the classification made by the commission.

The court's conclusion was that, subject to one limitation, the merit system of personnel administration codified in the Education Code does not exempt a merit system school district from the obligation imposed on school employers under the EERA to negotiate matters related to the subject of wages. The one limitation was that the District may not negotiate wage rates which would negate the system of job classification structured by the personnel commission. Thus, where occupationally related classifications have been hierarchically arranged to form an occupational group (e.g., a clerical group or a custodial series), the wage relationships within that group must reflect the hierarchical relationships of the classifications as established by the personnel commission.

This means that, with regard to the instant case for example, the District may not negotiate a salary for the staff Secretary I classification which is higher than the salary paid to employees in the Staff Secretary II classification. Beyond this proviso, held the court, a merit school district itself has the power, and thus the obligation, to determine salary matters via the EERA-mandated negotiating procedure. It stated its conclusion as follows:

> We construe the statutory intendment as manifesting a legislative policy that in the areas of collective bargaining authorized under the provisions of the [EERA], those provisions prevail over conflicting enactments and rules and regulations of the public school merit or civil service system relating to the matter of wages or compensation of its classified service. Accordingly, we hold that the [school district] is under a duty to bargain in good faith with [the exclusive representative] concerning proposals related to the salaries or wages of the represented unit within the classified service. We further hold that no restriction is imposed upon the Board under the provisions of section 45268 in negotiating salary adjustments for individual job classifications within the same occupational group provided that the relationship between such individual positions as established by the Commission remains intact.

In San Lorenzo, this Board addressed the narrow issue of whether the exclusive representative in a merit school district has a right to negotiate regarding a salary recommendation which a personnel commission intends to make to the school district. We concluded that the EERA affords no right to

exclusive representatives to participate in the commission's formulation of its recommendation. The significance of the personnel commission's recommendation once it has been communicated to the school district, however, relative to the EERA's negotiating scheme, has not been addressed by this Board. Sonoma makes it clear, however, that the recommendation process set forth at Education Code section 45268 provides no basis for finding an exception to the principle that wage rates for represented employees are to be determined via negotiations. Moreno Valley Unified School District (1982) PERB Decision No. 206, affirmed in relevant part, Moreno Valley Unified School District v. PERB (1983) 142 Cal.App.3d 191; San Mateo County Community College District, supra, In effect, then, a personnel commission's salary recommendation may serve only as the employing district's initial proposal. It does not serve as a basis for implementing a salary rate first and negotiating that issue later.

In the instant case, the evidence shows that the District unilaterally implemented a new salary level for the vacant secretarial position when it filled the position in August 1981. At that time, the parties were in an early stage of negotiations on the matter. Not until four months later, on November 23, did they reach impasse.

The situation with regard to the Instructional Aide, Non-Typing position is much the same. In that case, a change

in job classification occurred from restricted aide to Instructional Aide, Non-Typing. As we have said, however, the District is not privileged by this fact to exert unilateral control over the subject of wages for its represented employees. Thus, when, in September 1981 the District employed Mr. Stahlheber at a wage set unilaterally, it violated the EERA.

On exceptions, the District raises the question of what a public school employer must do when pressing operational needs require it to hire an employee into a new classification without sufficient time available in which to first negotiate. The issue, however, is not one raised by the facts. Here, the District had announced its proposal to reclassify the vacant secretarial position and to establish a new aide classification on July 22, and CSEA had submitted its initial negotiating position on these matters by July 27. This left approximately a month's time prior to the opening of school in which to negotiate the single matter of the wages. In our view, this was adequate time in which to conclude negotiations.

REMEDY

In his proposed decision, the ALJ found that the appropriate remedy was to order the District back to the bargaining table and to require back pay (absent a negotiated agreement by the parties providing otherwise) beginning from the date of hire of employees in the Staff Secretary I and

Instructional Aide, Non-Typing classifications and continuing until the earliest of four events: the date the parties reach a negotiated agreement; completion of the EERA's statutory impasse procedures; failure of CSEA to request bargaining within 10 days of service of PERB's decision in the case; or the subsequent failure of CSEA to bargain in good faith.

On exceptions, the District argues that its liability for back pay should cease as of November 23, 1981, when the parties mutually declared impasse. It argues that it discharged its obligation to negotiate the disputed salaries as required by the EERA; it was PERB, not the District, which denied the parties access to the statutory impasse procedures thereafter.[6]

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[1]Member Jaeger wishes to add a note clarifying his view regarding the District's claim that it completed its negotiating obligation when the parties mutually agreed that they were at impasse. Member Jaeger would find that where, as here, a need for negotiations arises during the lifetime of a collective bargaining agreement on an issue not already settled by the agreement, the EERA does not require application of the mediation and factfinding procedures set forth at section 3548 of the EERA. In his view, the impasse procedures were made a part of the Act with the aim of avoiding disruption of the public schools caused by labor disputes. San Diego Teachers Assn. v. Superior Court (1979) 24 Cal.3d 1. Where negotiations occur in circumstances which make such disruption unlikely, the costs, to both the state and the local entities, of those lengthy procedures are simply not justified under the Act.

Thus, in enacting the impasse procedures, the Legislature had in mind the negotiation of entire contracts covering the broad spectrum of matters within the EERA's scope of representation and formal reopener negotiations commenced pursuant to a contractual agreement. Such negotiations,

The District's argument that, notwithstanding its unilateral salary reduction, it continued to negotiate those salaries to impasse, is at odds with the well-settled labor relations law of both this agency and the National Labor Relations Board. Decisions following NLRB v. Katz (1962) 369 U.S. 736 [59 LRRM 2177] make clear that where an employer unilaterally changes a working condition which is at the time a subject of negotiations, the required element of good faith on the part of the employer is destroyed. See, e.g., Amador

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involving by their nature the issues which are of greatest importance to the parties, may quite clearly benefit from the ameliorative effects of mediation and factfinding. In those circumstances, the possibility that the impasse procedures may achieve a resolution of differences and thereby avoid a disruption of the educational process is sufficiently substantial to mandate their use.

By contrast, where a need for negotiations arises during the lifetime of a contract on an issue not already settled by the agreement, the likelihood that a dispute on the matter will grow to such proportions as to threaten disruption of the educational process is remote. Further, the impasse procedures are less likely to be productive, since there is less opportunity in such narrow negotiations for a mediator to identify acceptable compromises, which is an important tactic in the mediation process. Typically, an employer's effort to modify a single condition of employment not already fixed by contract will be of an emergent nature, prompted by changes in day-to-day operations which inevitably. where a single condition of employment is at issue, the parties should have little trouble identifying the relevant considerations and fully communicating their concerns and the bases for them. It is thus not apparent what real contribution the section 3548 procedures can make toward resolving the impasse.

In the instant case, although the District did negotiate to impasse, it did not negotiate with the requisite good faith because of its unilateral change in wages. Thus its negotiating obligation was not discharged.

Valley Joint Union High School District (1978) PERB Decision No. 74. As a practical matter, it is clear that such unilateral action alters the balance of bargaining power held by the parties. Where, as here, an employer desires to change the status quo, it cannot, under the EERA, achieve that end until such later time as it has completed its negotiating obligation. That the negotiating obligation will delay implementation, then, acts as an incentive for the employer to expeditiously pursue negotiations and, perhaps, even to make concessions sought by the union in order to bring negotiations to a conclusion. Where, however, the employer first unilaterally implements the change it desires in the status quo, its motivation in negotiations is obviously changed. The incentive to reach agreement is undermined because it has already achieved what it desires. The instant dispute is a case in point. Thus, we note that during the four-month period from July through November 23, 1981, the District participated in just two negotiating sessions.

For the foregoing reasons, then, we affirm the remedial principle to which the ALJ subscribed, that is, to order the undoing of the unilateral acts complained of and the resumption of bargaining under circumstances permitting good faith. We have found that CSEA charged and proved that the District unilaterally reduced the salaries of employees working in positions classified as Staff Secretary I and unilaterally adopted and implemented a wage rate for Instructional

Aide, Non-Typing. Thus, the District should be ordered to make the affected employees whole for economic losses suffered as a result of its unlawful actions, with interest at the appropriate rate, until the occurrence of the earliest of the following conditions:

> (1) The failure of CSEA to request bargaining within 10 days of the date this Decision becomes final;
>
> (2) The subsequent failure of CSEA to bargain in good faith, or
>
> (3) The completion of the parties' negotiating obligations.[7]

ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in this case, it is found that the Antioch Unified School District violated section 3543.5(a), (b) and (c) of the EERA. It is hereby ORDERED that the District, its governing board and its representatives shall:

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[7]We note in this connection that the collective bargaining agreement between the parties which was in effect during the time of the events here at issue was to expire in December 1982. Decisions of this Board have established that, where a working condition which has been unilaterally changed subsequently is successfully negotiated in good faith in the context of overall contract negotiations, that agreement discharges the employer's obligation under a bargaining order such as the instant one. See, e.g., Pittsburg Unified School District (1984) PERB Decision No. 318a.

Whether the parties have negotiated a successor agreement to their 1980-82 contract which fixes the salaries for the positions here disputed is a matter, if contested, to be resolved in a compliance hearing.

1. CEASE AND DESIST FROM:

Determining the wages for represented employees prior to completing its obligation under the EERA to negotiate that subject with the exclusive representative of those employees.

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

(a) Upon request, immediately meet and negotiate with the California School Employees Association and its Antioch Chapter No. 85 regarding wages to be paid to employees serving in positions classified as staff Secretary I or Instructional Aide, Non-Typing;

(b) Unless a contrary agreement is reached with the California School Employees Association and its Antioch Chapter No. 85, make employees in the Staff Secretary I and Instructional Aide, Non-Typing classes whole for economic losses suffered as a result of the District's unilateral action, including interest at the rate of ten (10) percent per annum, for the period beginning on the date of the unilateral change until the occurrence of the earliest of the following conditions:

(1) The failure of CSEA to request bargaining within 10 days of the date this Decision becomes final;

(2) The subsequent failure of CSEA to bargain in good faith, or

(3) The completion of the parties' negotiating obligations.

(c) Within thirty-five (35) days following the date this Decision is no longer subject to reconsideration, post at all work locations where notices to employees customarily are placed, copies of the Notice attached as an Appendix hereto, signed by an authorized agent of the employer. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to insure that this Notice is not defaced, altered, reduced in size or covered by any other material.

(d) Written notification of the actions taken to comply with this Order shall be made to the regional director of the Public Employment Relations Board in accordance with her instructions.

Chairperson Hesse and Members Morgenstern and Burt joined in this Decision.

APPENDIX

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 Nos. SF-CE-641 and SF-CE-644, California School Employees Association and its Antioch Chapter No. 85 v. Antioch Unified School District, it has been found that the Antioch Unified School District violated Government Code section 3543.5(c) of the Educational Employment Relations Act by failing and refusing to meet and negotiate with the California School Employees Association and its chapter No. 85 with respect to wages, a matter within the scope of representation. It was further found that this same conduct violated section 3543.5(b) since it denied CSEA the right to represent its members, and interfered with employees' rights to be represented by their chosen representative in violation of section 3543.5(a).

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

1. CEASE AND DESIST FROM:

Determining the wages for represented employees prior to completing our obligation under the Educational Employment Relations Act to negotiate that subject with the exclusive representative of those employees.

2. TAKE THE FOLLOWING ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE EDUCATIONAL EMPLOYMENT RELATIONS ACT:

(a) Upon request, immediately meet and negotiate with the California School Employees Association and its Antioch Chapter No. 85 regarding wages to be paid to employees serving in positions classified as Staff Secretary I or Instructional Aide, Non-Typing;

(b) Unless a contrary agreement is reached with the California School Employees Association and its Antioch Chapter No. 85, make employees in the Staff Secretary I and instructional Aide, Non-Typing classes whole for economic losses suffered as a result of the District's unilateral action, including interest at the rate of ten (10) percent per annum, for the period beginning on the date of the unilateral change until the occurrence of the earliest of the following conditions:

(1) The failure of CSEA to request bargaining within 10 days of the date this Decision becomes final;

(2) The subsequent failure of CSEA to bargain in good faith, or

(3) The completion of the parties' negotiating obligations.

Dated: ANTIOCH UNIFIED SCHOOL DISTRICT

By _____
Authorized Representative

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