

Appearances: Charles L. Morrone, Attorney, for California School Employees Association; Gary G. Mathiason and Harlan E. Van Wye, Attorneys (Littler, Mendelson, Fastiff & Tichy), for Davis Joint Unified School District; J. Michael Amis, Attorney (White, Giambroni & Walters), for New Haven Teachers Association, CTA/NEA and for Newark Teachers Association; Jon A. Hudak, Attorney (Breon, Galgani & Godino), for New Haven Unified School District; Lee T. Paterson, Attorney (Paterson and Taggart), for Newark Unified School District; Robert W. Stroup, Attorney (Paterson & Taggart) for State Center Community College District; Charles R. Gustafson, Attorney for Centinela Valley Secondary Teachers Association; William Kay, Attorney (Whitmore & Kay) for Centinela Valley Union High School District.

Before Gluck, Chairperson; Gonzales, Member.¹

DISCUSSION

We have received notification that:

1. On June 22, 1978, the Davis Unified School District reached an agreement with California School Employees Association providing for retroactive payment of the step increments that had been unlawfully withheld by the Davis District.
2. On October 19, 1978, the Centinela Valley Union School District reached an agreement with the Centinela Valley Secondary Teachers Association providing for retroactive payment of the step and column increments that had been unlawfully withheld by the Centinela District.
3. On May 9, 1978, the Newark Unified School District reached agreement with the Newark Teachers Association providing for retroactive payment of step and column

¹Board Member Moore did not participate in this decision.

increments that had been unlawfully withheld by the Newark District.

Pursuant to our statement in Davis Unified School District et al. (2/22/80) PERB Decision No. 116 that "[i]n the event that any of these districts has reached an agreement with the exclusive representative which includes the retroactive restoration of the withheld salary increments, that District may notify the Board so that a Revised Order and notice may be issued," we issue the following Revised Order and notices. Our original order required the districts to reinstate the salary increments and to make retroactive payment of the withheld increments plus 7 percent interest. We find that the parties' agreements, which provided for retroactive salary increments, were not intended to settle the unfair practice charges based on the districts' salary freezes. Therefore, while we modify our order by deleting the requirement that the districts make retroactive payment, we find it appropriate to retain our remedy requiring the districts to pay interest on the unlawfully withheld salary increments from the date the increments were withheld through the date they were reinstated.

The Revised Order is a revision of and replaces the Order issued on February 22, 1980. The revised notices replace the previously issued notices applicable to the Davis, Centinela Valley, and Newark Districts.

REVISED ORDER

Upon the foregoing facts, conclusions of law and the entire records in these cases, the Public Employment Relations Board
ORDERS that:

1. The Davis Unified School District, the New Haven Unified School District, the Newark Unified School District, the State Center Community College District, and the Centinela Valley Union High School District shall cease and desist from taking unilateral action with respect to employee wages, hours, or terms and conditions of employment as defined by Government Code section 3543.2, without providing the exclusive representative with notice and opportunity to negotiate.
2. The Davis Unified School District shall pay to classified employees interest at the rate of 7 percent on the amount of salary increments withheld from July 1, 1977, to the date those increments were reinstated.
3. The Newark Unified School District shall pay to certificated employees interest at the rate of 7 percent on the amount of salary increments withheld from July 1, 1977, to the date those increments were reinstated.
4. The State Center Community College District shall reinstate yearly salary increments for classified employees, with interest at the rate of 7 percent for the amount due from July 1, 1977, to the date of reinstatement.
5. The Centinela Valley Union High School District shall pay to certificated employees interest at the rate of 7 percent on the amount of salary increments withheld from September 7, 1977, to the date those increments were reinstated.
6. Each district shall:
 - (a) Post at all school sites, and all other work locations where notices to employees customarily are placed, immediately upon receipt thereof, copies of the appropriate notice attached as an appendix hereto. Such posting shall be

maintained for a period of 30 consecutive days from receipt thereof. Reasonable steps should be taken to insure that said notices are not altered, defaced or covered by any other material.

- (b) Notify the appropriate regional director of the Public Employment Relations Board, in writing, within 20 days from the date of service of this Decision, of what steps the District has taken to comply herewith.

This Revised Order shall become effective immediately upon service of a true copy thereof on each district.

By: ~~Raymond J. Gonzales, Member~~ ~~Harry Gluck, Chairperson~~

Appendix: Notice.

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. SF-CE-127, in which all parties had the right to participate, it had been found that the Newark Unified School District violated the Educational Employment Relations Act by taking unilateral action regarding salary increments, without providing the exclusive representative, Newark Teachers Association, with notice and opportunity to negotiate. As a result of this conduct, we have been ordered to post this notice. We will abide by the following:

(a) WE WILL NOT take unilateral action regarding proposed changes of employee wages, hours or terms or conditions of employment, without providing the exclusive representative with notice and opportunity to negotiate.

(b) WE WILL pay to certificated employees interest at 7 percent on the amount of salary increments withheld from July 1, 1977 to the date those increments were reinstated.

NEWARK UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

Dated:

This is an official notice. It must remain posted for 30 consecutive days from the date of posting and must not be defaced, altered or covered by any material.

Appendix: Notice.

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-78, in which all parties had the right to participate, it had been found that the Davis Unified School District violated the Educational Employment Relations Act by taking unilateral action regarding proposed changes of employee wages and step increments, without providing the exclusive representative, California School Employees Association, with notice and opportunity to negotiate. As a result of this conduct, we have been ordered to post this notice. We will abide by the following:

(a) WE WILL NOT take unilateral action regarding proposed changes of employee wages, hours or terms or conditions of employment, without providing the exclusive representative with notice and opportunity to negotiate.

(b) WE WILL pay to classified employees interest at 7 percent on the amount of salary increments withheld from July 1, 1977 to the date those increments were reinstated.

DAVIS UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

Dated:

This is an official notice. It must remain posted for 30 consecutive days from the date of posting and must not be defaced, altered or covered by any material.

Appendix: Notice.

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. LA-CE-180, in which all parties had the right to participate, it had been found that the Centinela Valley Union High School District violated the Educational Employment Relations Act by taking unilateral action regarding salary increments, without providing the exclusive representative, Centinela Valley Secondary Teachers Association, with notice and opportunity to negotiate. As a result of this conduct, we have been ordered to post this notice. We will abide by the following:

(a) WE WILL NOT take unilateral action regarding proposed changes of employee wages, hours or terms or conditions of employment, without providing the exclusive representative with notice and opportunity to negotiate.

(b) WE WILL pay to certificated employees interest at 7 percent on the amount of salary increments withheld from September 7, 1977 to the date those increments were reinstated.

CENTINELA UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

Dated:

This is an official notice. It must remain posted for 30 consecutive days from the date of posting and must not be defaced, altered or covered by any material.