

EMPLOYMENT RELATIONS BOARD

OF THE

STATE OF OREGON

Case No. UP-030-12

(UNFAIR LABOR PRACTICE)

OREGON SCHOOL EMPLOYEES	)	
ASSOCIATION,	)	
	)	
Complainant,	)	
	)	
v.	)	RULINGS,
	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW,
PARKROSE SCHOOL DISTRICT,	)	AND ORDER
	)	
Respondent.	)	
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On August 19, 2013, the Board heard oral argument on Complainant's and Respondent's objections to a Recommended Order issued by Administrative Law Judge (ALJ) Peter A. Rader, after a hearing held on October 3, 2012, in Salem, Oregon. The record closed on November 26, 2012, following receipt of the parties' post-hearing briefs.

Sarah K. Drescher, Attorney at Law, Tedesco Law Group, Portland, Oregon, represented Complainant.

Nancy J. Hungerford, Attorney at Law, The Hungerford Law Firm, Oregon City, Oregon, represented Respondent.

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On May 14, 2012, Oregon School Employees Association (OSEA or Association) filed this unfair labor practice complaint alleging that the Parkrose School District (District) violated ORS 243.672(1)(e) when it unilaterally imposed across-the-board furloughs on all classified employees for the 2011-12 school year. On June 11, 2012, OSEA amended its complaint to allege that the District again violated ORS 243.672(1)(e) when it unilaterally imposed furloughs on classified employees for the 2012-13 school year. The District filed an answer denying the charges and alleging as an affirmative defense that OSEA had waived its right to bargain by failing to file a timely demand to bargain as required under ORS 243.698(3).

The issues are:

1. Did the District violate ORS 243.672(1)(e) by unilaterally imposing furlough days for classified employees for the 2011-12 and 2012-13 school years?
2. If the District violated ORS 243.672(1)(e), what is the appropriate remedy?

For the reasons stated below, we find that the District violated ORS 243.672(1)(e) when it unilaterally imposed a total of 16 across-the-board furlough days for classified employees for the 2011-12 and 2012-13 school years. As a remedy, the District shall cease and desist from violating ORS 243.672(1)(e). The District shall also post a notice of its violation, as set forth below. Additionally, the District shall restore wages and benefits lost by the classified employees as a result of the imposition of furlough days for the 2011-12 and 2012-13 school years. The Association's request for a civil penalty is denied.

#### RULINGS

The rulings of the ALJ were reviewed and are correct.

#### FINDINGS OF FACT

1. OSEA is the designated representative of a bargaining unit of approximately 200 classified employees who work for the District, a public employer. The District operates two elementary schools, two middle schools, one high school, and one charter school.
2. OSEA and the District have been parties to a series of collective bargaining agreements, the most recent of which is effective from 2011 through 2014.
3. There are five classifications in the bargaining unit, encompassing approximately 68 job positions, including food service; educational assistant; bus driver; custodial/maintenance/security/technology; and secretary/clerical/child care.
4. In contrast to the District's licensed teachers, classified employees do not work a guaranteed number of days per year. Some classified employees work only during the academic year, while others work year-round. Their monthly wages are averaged based on the total number of days that they work per year.
5. At the start of the school year, the District's human resources department issues and tracks calendars for all classified positions showing the number of days that those employees will likely work in the coming year. At one time, the days worked were consistent for each job classification, but now each employee gets an individual calendar for the upcoming school year.

6. Until approximately three years ago, the District used a site-based management system that allowed principals and managers at each school to make minor adjustments to a classified position's work schedule based on the needs of the building.

7. When Superintendent Karen Gray assumed her position three years ago, the District adopted a centralized system where decisions were uniformly applied District-wide.

#### Successor Bargaining for the Parties' 2011-14 Agreement

8. In early 2011, the parties began negotiations for a successor contract but did not reach a contract settlement until after the 2009-11 Agreement's June 30, 2011 expiration date. Hal Meyerdierk was OSEA's primary negotiator. The District was primarily represented by David McKay, Director of Human Resources, along with Superintendent Gray.

9. On October 17, 2011, the parties met for a bargaining session, at which the District presented the Association with a Memorandum of Understanding (MOU) that would permit the District to impose 10 furlough days for the 2011-12 work year, with five furlough days to be taken in the first five months of the school year and five additional furlough days to be taken in the last five months of the school year.

10. On October 24, 2011, the District sent a revised MOU regarding furlough days for the 2011-12 school year. Specifically, the revised MOU proposed that the classified employees would only take the same number of furlough days as the District's teachers.

11. Meyerdierk met with OSEA's bargaining team, and based on concerns of the team, sent the District a revised MOU on October 27, specifying that furlough days would not take place on paid, legal holidays.

12. On October 31, 2011, the District's Board met and approved an academic calendar, which removed eight student contact days from the academic calendar. That change did not affect the total number of paid work days for classified employees because those eight days were just "backfilled" as work days in June.

13. On November 4, 2011, McKay sent Meyerdierk an e-mail that asked him to review language of an e-mail that McKay proposed to share with classified employees regarding the District's October 31 vote. The proposed language stated that, at this time, classified employees would be expected to work and be paid for the eight backfilled days in June. Meyerdierk and the Association had no problem with this language because it reflected that there was no change in the number of paid work days for classified employees.

14. On November 8, 2011, McKay sent the above-mentioned e-mail to District staff, stating that the District was still bargaining with both the classified staff and the teachers. The e-mail further stated that no agreement had been reached yet on furloughs, and that the District intended to bargain fairly with both OSEA and the teachers' union.

15. On November 9, 2011, Superintendent Gray sent a letter similar to the e-mail to District parents and guardians informing them that the District had no agreement at that time with OSEA or the teachers' union regarding furlough days.

16. Although no official bargaining sessions were held between October 17, 2011 and a January 9, 2012 mediation session, Meyerdierk had additional conversations with McKay about furlough days. In one of those conversations, McKay asked Meyerdierk if the Association was willing to sign the MOU on furlough days. Meyerdierk responded that the Association would bargain that issue as part of the scheduled mediation sessions.

17. Furlough days were not discussed at the parties' first mediation session, which was held on January 9, 2012.

18. Near the end of the parties' second mediation session, held on February 7, 2012, Association members raised (and the District answered) questions about furlough days, including how many such days the District was proposing for the 2011-12 school year (eight days versus 10 days), and how the calendar would be adjusted depending on the number of furlough days.

19. At the February 7 mediation session, the District also presented a financial package, which was largely acceptable to the classified employees. The Association, however, made some modifications, which were presented to the District. The District indicated that the Association's modifications looked good, but also stated that the District needed to run some more numbers, based on the modifications. The parties, therefore, agreed to a follow-up mediation session on February 14.

20. At the February 14, 2012, mediation session, the District responded that the financial package looked good and presented the Association with a "full package" proposal. The Association caucused to review the District's proposal. In that caucus, the Association's bargaining team discussed the absence of any furlough day MOU or proposal. The Association then returned to the mediation session and informed the District that they were in agreement with the package, but also asked about the absence of any furlough day contract language. At that point, Gray said that the District was not there to talk about furlough days, which was a separate issue, and she physically removed the furlough MOU from the table. Meyerdierk then stated that he understood that furlough days would be a separate issue to be bargained at a later date. The parties then signed off on a tentative agreement of the collective bargaining agreement that did not include any language or agreement regarding across-the-board furlough days or changes in work days for classified employees. The Association considered the lack of language on both of those items to be a success.

21. The parties' 2011-14 agreement was ratified in early March 2012.

22. Although the parties' 2011-14 agreement was ratified without an agreement on furlough days, the ratified contract contains an article (Article 20) that sets forth "guidelines" that "dictate what the work year should be for each group of classified employees." Those guidelines include: (1) classified employees must be available during the period of time that

students are in school; (2) the needs of students of different ages vary, so programs are adjusted accordingly, and the District must “provide staffing on a different basis at various levels”; (3) with the exception of days when licensed personnel are not instructing students or are unavailable for supervisory responsibility, classified employees working directly under the direction of licensed employees should expect to work a similar schedule as the licensed employees; and (4) employees who work fewer than 12 months per year shall be notified of their hours, location, and days of work no later than two weeks before their first workday.

23. Article 20 also provides that, using these guidelines, the work year for each classified employee is shown in Appendix A. Appendix A, in turn, provides a classification list with the job titles, pay range, and approximate number of workdays and holidays for the classified employees. Some of the job titles have a single number of workdays (*e.g.*, 215, 230, 260, etc.), whereas other job titles include a range of workdays (*e.g.*, 166-183, 170-187, 169-191, etc.). The workdays/holidays column is marked with an asterisk, and a corresponding footnote states:

“**Work Days** - Nothing above shall be construed as a guarantee of employment for a given number of months; or days per year, or hours of employment per day. Calendars for the work schedule will be prepared and issued with the notices sent as per Article 20.1.1.5. These calendars will be construed to be suggestions of days worked and may be altered to suit needs in individual buildings or departments by mutual agreement between supervisors and employees. The total number of days worked will not be affected by these agreements.”

24. Some form of Article 20 with Appendix A has existed in the parties’ various agreements since at least 2000.<sup>1</sup>

25. After the contract was ratified, the District and the Association met on March 19, 2012, to discuss the possible effect of a teachers’ strike on the classified employees. At this time, although the classified employees had settled their contract with the District, the teachers had not. The Association asked the District about the number of furlough days that the District was considering, and Gray responded that the District was still bargaining that issue with the teachers’ union. Meyerdierk then asked the District about bargaining the furlough days for the classified employees with the Association. Despite the parties’ agreement in February to bargain furlough days as a separate issue, Gray stated that the District would not bargain furlough days with the Association.

26. At an April 5, 2012, meeting with the District and the Association, Gray informed the Association that the District would be unilaterally implementing furlough days for the classified employees, and that a pay reduction would occur in their future paychecks. The Association reiterated that the District needed to bargain that decision, at which point Gray asked if another unfair labor practice complaint would be filed. Meyerdierk responded that such a complaint would be filed if the District refused to bargain over the furlough days.

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<sup>1</sup>Before 2006, Appendix A was included in Article 24 of the parties’ agreement.

27. In April 2012, the District deducted money from the paychecks of the classified employees based on a projection of 10 furlough days for the 2011-12 school year. Thereafter, the District unilaterally changed the number of furlough days to eight and made further paycheck deductions based on eight furlough days for the 2011-12 school year.

28. For the last three months of the 2011-12 school year, classified employees lost eight days of wages and benefits. Based on several factors, including an employee's hire date, year-round employees had their wages reduced by an average of 3.08 percent, and employees who worked only during the academic year had their wages reduced by 4.44 percent. Systems/Network Administrator, Richard Doyle, who works year-round, had \$1,427.13 in wages and benefits deducted from his paycheck during that period.

29. In early June 2012, Meyerdierk learned that the District intended to impose additional furlough days for the following school year (2012-13). Meyerdierk asked the District to bargain over those additional furlough days, but the District refused.

#### The Parties' History Regarding Furlough Days, Inclement Weather Cut Days, and Work Schedule Adjustments

30. In 2002, following a failed school levy, the District's superintendent notified OSEA that the District needed to cut workdays for all classified staff, and that the District would "bargain on demand over this plan to reduce days, using the expedited bargaining process in ORS 243.698." OSEA demanded to bargain, and the parties reached an MOU to cut six work days for all classified employees for that school year.

31. On December 19, 2009, inclement weather resulted in school closures throughout the District. On May 6, 2010, the District notified all employees that the school board decided to treat December 19 as a "cut day" for all certified, classified, and administrative staff. The District deducted a day's pay from the paychecks for all three employee groups, but spread the deductions over the remaining pay periods to minimize the effect on the employees. OSEA did not grieve or otherwise demand to bargain the cut day.

32. In 2010, the District was faced with a budget deficit and unilaterally implemented 10 furlough days for classified employees for the 2010-11 school year without notifying OSEA or bargaining over the issue. OSEA filed an unfair labor practice complaint that resulted in the parties negotiating a settlement agreement in which neither party acknowledged "any violation of the statute or collective bargaining agreement."<sup>2</sup>

33. Over the past ten years, the District has made adjustments to the work calendars under what is now Article 20 and Appendix A of the parties' agreement (described above).

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<sup>2</sup>OSEA v. Parkrose School District, Case No. UP-48-10.

## CONCLUSIONS OF LAW

1. The Board has jurisdiction over the parties and subject matter of this dispute.
2. The District violated ORS 243.672(1)(e) by unilaterally imposing furlough days (unpaid days off) on classified employees for the 2011-12 and 2012-13 school years without first bargaining the change with the Association.

## DISCUSSION

OSEA alleges the District unilaterally changed the *status quo*, in violation of ORS 243.672(1)(e), when it imposed eight furlough days on its classified employees in each of the 2011-2012 and 2012-2013 school years without fulfilling its bargaining obligation. The District neither disputes that the subject at issue constitutes a mandatory subject of bargaining nor that it refused to bargain to completion on the across-the-board reduction in work days. Rather, the District asserts that it was under no obligation to bargain over the unilaterally imposed furlough days because the parties' agreement permitted it to make such a unilateral change. We agree with OSEA, reasoning as follows.

### Legal Standards

ORS 243.672(1)(e) makes it an unfair labor practice for a public employer to “[r]efuse to bargain collectively in good faith with the exclusive representative.” *Clackamas County Employees’ Association v. Clackamas County*, Case No. UP-53-09, 23 PECBR 571, 576 (2010). A public employer commits a *per se* violation of ORS 243.672(1)(e) by issuing a “flat refusal” to bargain over a mandatory subject of bargaining, as well as by making a unilateral change regarding a mandatory subject of bargaining while the employer has a duty to bargain. *See Association of Engineering Employees of Oregon v. State of Oregon, Department of Administrative Services*, Case No. UP-043-11, 25 PECBR 525, 534, *recons.*, 25 PECBR 764 (2013) (explaining that *per se* violations of ORS 243.672(1)(e) for a “flat refusal” to bargain over a mandatory subject of bargaining and for a unilateral change regarding a mandatory subject of bargaining are grounded on the same theory that both frustrate the objectives of the Public Employee Collective Bargaining Act (PECBA)); *Oregon School Employees Association, Chapter 7 v. Salem School District 24J*, Case No. C-273-79, 6 PECBR 5036, 5046 (1982) (same).<sup>3</sup>

Here, there is no dispute that the subject of reduced work days with corresponding pay reductions (*i.e.*, furlough days) is mandatory for bargaining. Despite initially bargaining with the

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<sup>3</sup>As explained in *Assn. of Oregon Corrections Emp. v. State of Oregon*, 353 Or 170, 177 n 6, 295 P3d 38 (2013) (*AOCE*), our *per se* bad-faith-bargaining precedent is modeled after analogous longstanding federal precedent under the National Labor Relations Act, which also holds that an employer’s “flat refusal” to bargain over a mandatory subject is a *per se* violation of the obligation to bargain in good faith, much like an employer’s unilateral change to a mandatory subject of bargaining without first bargaining to completion with the exclusive representative. *See NLRB v. Katz*, 369 U.S. 736, 747, 82 S.Ct. 1107, 8 L.Ed.2d 230 (1962). Here, the Association did not plead the violation as a “flat refusal” *per se* violation, but rather as a *per se* “unilateral change” violation. Therefore, we analyze this dispute under our “unilateral change” framework.

Association and exchanging proposals on that subject, however, the District, on March 19, 2012, changed course and flatly refused to further bargain over that subject with respect to the 2011-12 school year. The District reiterated that flat refusal on April 5 and also informed the Association that a pay reduction would be forthcoming in the paychecks of classified employees.<sup>4</sup>

The District changed the *status quo* in April 2012 when it deducted pay from the classified employees' paychecks based on an initial unilateral decision to impose 10 across-the-board furlough days on those employees for the 2011-12 school year, and again in May 2012 when it unilaterally determined to impose eight across-the-board furlough days for the following school year. In short, those employees ultimately went from having zero furlough days for the 2011-12 school year (the *status quo*) to having eight such days (the unilateral change). Those employees also experienced a change in their wages and benefits. Likewise, in June 2012, the District unilaterally made a change when it determined not to pay classified employees for eight scheduled work days during the 2012-13 school year.

The District defends its actions by arguing that it was authorized to make such changes by the parties' most recent collective bargaining agreement, which was ratified by the Association in March 2012. To pursue the affirmative defense of contractual waiver, the employer must first assert that defense in its answer. *See* OAR 115-035-0035(1). Here, the District did not set forth in its answer, as an affirmative defense, that the parties' contract constituted a waiver by the Association of its statutory right to bargain over mandatory subjects of bargaining.<sup>5</sup> Therefore, we do not consider that affirmative defense.

Finally, we disagree with the District's assertion that the *status quo* was one of "variability," such that it did not change the *status quo* when it unilaterally imposed across-the-board furlough days on the classified employees. To begin, this assertion, although framed as defining the *status quo*, is essentially a contractual waiver analysis, which, as set forth above, the District did not properly assert in its answer.

Even assuming, however, the theoretical validity of the District's assertion, we still conclude that the District's unilateral change from zero furlough days in the 2011-12 and 2012-13 school years to eight furlough days in each of those school years (and the resultant loss in wages and benefits) changed the *status quo* in violation of ORS 243.672(1)(e). Here, as set forth above, the parties' contract, which was ratified in March 2012 and establishes the *status quo*, included no furlough days for classified employees, despite the parties' initially bargaining over the days but without coming to agreement on that issue.

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<sup>4</sup>As noted above, had the Association pleaded and argued that the "flat refusal" constituted a *per se* violation of subsection (1)(e), we likely would have agreed with that argument. The same is true with respect to the District's June 2012 "flat refusal" to bargain over additional furloughs for the 2012-13 school year. *See Association of Engineering Employees of Oregon*, 25 PECBR at 534; *Oregon School Employees Association*, 6 PECBR at 5046. However, because the Association has only pursued a "unilateral change" violation, we address only that violation.

<sup>5</sup>The District did properly assert as an affirmative defense in its Answer that the Association waived its right to bargain under ORS 243.698(3). The District, however, did not raise that statutory waiver defense at hearing, in its post-hearing brief, or at oral argument before this Board. Therefore, we do not consider it.

The District nevertheless relies on Appendix A, which provides a classification list with the job titles, pay range, and approximate number of workdays and holidays for the classified employees. The workdays/holidays column is marked with an asterisk, and a corresponding footnote states in relevant part that “[n]othing above shall be construed as a guarantee of employment for a given number of months; or days per year, or hours of employment per day.”

The District asserts that these contract terms establish a *status quo* of “variability.” In other words, according to the District, these terms and how they have been applied established that the District has always been able to unilaterally change the number of work days for classified employees, such that it could unilaterally impose the total of 16 across-the-board furlough days over the two school years (or any number of such furlough days at any time).<sup>6</sup> As noted above, however, the contract sets forth a negotiated number of workdays for different classified employees, albeit approximate days based on the guidelines set forth in the contract. The contract does not expressly state that the District may unilaterally implement, in the middle of the contract, across-the-board furlough days.

Moreover, the parties’ bargaining history belies the District’s interpretation of the parties’ agreement. Specifically, before this agreement was ratified, the parties had bargained over the number of furlough days that would be permitted under the contract. Indeed, the District had proposed an MOU that would permit it to implement five furlough days in the first five months of the 2011-12 school year, and five furlough days in the last five months of that school year. The Association responded with some amendments to that MOU. Significantly, at the February 14, 2012 mediation session at which the parties ultimately agreed to the terms of the 2011-14 contract, the Association raised the issue of furlough days because the District’s proposed “full package” made no mention of those days. Superintendent Gray responded that the District was not there to discuss furlough days at that session, and that furlough days constituted a separate issue. The Association’s bargaining representative, Meyerdierk, clarified the understanding that the proposed package would be agreed to, and that the parties would then separately bargain the issue of furlough days.

Thus, we conclude that the parties recognized across-the-board furloughs as an issue separate from the terms of the contract, including Appendix A and Article 20. Likewise, at the time that the parties agreed on the terms of the 2011-14 contract, the issue of furlough days remained a separate issue to be bargained before implementation. Consequently, we disagree with the District’s contention that the identified contract terms established a *status quo* whereby it could unilaterally impose across-the-board furloughs on the classified employees. To the contrary, the *status quo* consisted of an *absence of furlough days* for 2011-14, which would have to be bargained in the future before they could be implemented by the District. Thus, when the District changed course in April, May, and June 2012, and unilaterally imposed across-the-board furloughs for the 2011-12 and 2012-13 school years, along with paycheck deductions, it unlawfully changed the *status quo*.

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<sup>6</sup>Indeed, at oral argument, the District asserted that it could impose 50, 100, or any number of furlough days without bargaining with the Association. Although the District asserts that, as a practical matter, it would not do that, it maintains that it has the statutory right to do so based on this contractual language.

In sum, we conclude that the District violated ORS 243.672(1)(e) by unilaterally imposing across-the-board furlough days on the classified employees, with a corresponding loss of wages and benefits, for the 2011-12 and 2012-13 school years.

### Remedy

We have concluded that the District violated ORS 243.672(1)(e) by refusing to bargain over furlough days for the classified employees and unilaterally imposing a total of 16 furlough days for the 2011-12 and 2012-13 school years. As a remedy, we will order the District to cease and desist from violating ORS 243.672(1)(e). ORS 243.676(2)(b).

We will also order affirmative relief “necessary to effectuate the purposes of [the PECBA].” ORS 243.676(2)(c). The usual remedy for a unilateral change violation, besides a cease-and-desist order, is requiring the employer to restore the *status quo* that existed before the unlawful change. *Lebanon Association of Classified Employees v. Lebanon Community School District*, Case No. UP-33-04, 21 PECBR 71, 80 (2005). We see no compelling reason not to order the “usual remedy” in this case. Accordingly, the District is ordered to restore the wages and benefits lost by classified employees due to the imposition of furlough days for the 2011-12 and 2012-13 school years.

Finally, we will require the District to post a notice. In determining whether a posting is warranted, we consider whether the violation: (1) was calculated or flagrant; (2) was part of a continuing course of illegal conduct; (3) was perpetrated by a significant number of a Respondent's personnel; (4) affected a significant portion of bargaining unit employees; (5) had a significant potential or actual impact on the functioning of the designated bargaining representative as the representative; or (6) involved a strike, lockout, or discharge. *Oregon School Employees Association, Chapter 35 v. Fern Ridge School District 28J*, Case No. C-19-82, 6 PECBR 5590, 5601 (1983). Not all of these criteria need to be satisfied for us to require a posting. *Blue Mountain Faculty Association/Oregon Education Association/NEA and Lamiman v. Blue Mountain Community College*, Case No. UP-22-05, 21 PECBR 673, 782 (2007). Here, the violation was calculated and all classified employees were affected by the District's decision, such that we find a posting warranted. Accordingly, we will order the District to post notice of its violation in the District's administrative offices and at locations in each school where bargaining unit members are likely to see it.<sup>7</sup>

### ORDER

1. The District violated ORS 243.672(1)(e) when it unilaterally imposed across-the-board furloughs on classified employees for the 2011-12 and 2012-13 school years without first fulfilling its bargaining obligation.

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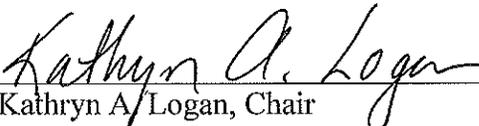
<sup>7</sup>The Recommended Order also declined to award a civil penalty, which was initially requested by the Association. The Association did not object to that portion of the Recommended Order, and, therefore, we do not consider the civil penalty request preserved. Therefore, we will not disturb the determination in the Recommended Order that a civil penalty is unwarranted.

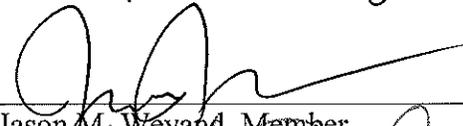
2. The District shall cease and desist from imposing across-the-board furloughs on all classified employees without fulfilling its bargaining obligation.

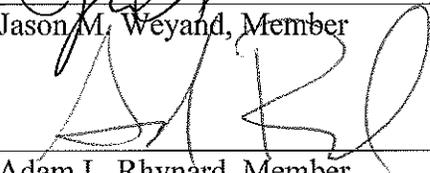
3. Within 60 days of the date of this Order, the District shall restore all wages and benefits lost by classified employees due to the imposition of furlough days for the 2011-12 and 2012-13 school years.

4. Within 15 days of the date of this Order, the District shall post a notice of its violations in its administrative offices and in each school in the District at a location where classified employees are likely to view it. The notice shall remain posted for 30 days. The District Superintendent shall sign the notice.

DATED this 22 day of October 2013.

  
Kathryn A. Logan, Chair

  
Jason M. Weyand, Member

  
Adam L. Rhynard, Member

This Order may be appealed pursuant to ORS 183.482.



# NOTICE TO EMPLOYEES

## POSTED BY ORDER OF THE STATE OF OREGON EMPLOYMENT RELATIONS BOARD

PURSUANT TO AN ORDER of the Employment Relations Board in Case No. UP-030-12, Oregon School Employees Association v. Parkrose School District, and in order to effectuate the policies of the Public Employee Collective Bargaining Act (PECBA), we hereby notify our employees that:

The Employment Relations Board has held that the Parkrose School District (District) violated the PECBA by unilaterally changing the *status quo* and imposing across-the-board furloughs on classified employees for the 2011-12 and 2012-13 school years without first fulfilling its bargaining obligation in violation of ORS 243.672(1)(e).

To remedy this violation, the Employment Relations Board ordered the District to:

1. Cease and desist from imposing across-the-board furloughs on all classified employees without fulfilling its bargaining obligation;
2. Restore all wages and benefits lost by classified employees due to the imposition of furlough days for the 2011-12 and 2012-13 school years; and
3. Post this notice for 30 days in prominent places in its administrative offices and in each school in the District at a location where classified employees are likely to view it.

Parkrose School District

Dated \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Title

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### **THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED**

This notice must remain posted in each employer facility in which bargaining unit personnel are employed for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other materials. Any questions concerning this notice or compliance with its provisions may be directed to the Employment Relations Board, 528 Cottage Street N.E., Suite 400, Salem, Oregon, 97301-3807, phone 503-378-3807.