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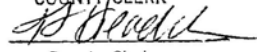
Filed in Open Court

October 20 2003

PAM L. DANIELS

COUNTY CLERK

By



Deputy Clerk

THE HONORABLE LINDA C. KRESE

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SNOHOMISH COUNTY

TIRED OF THE STRIKE, et al.,

Plaintiffs,

v.

MARYSVILLE EDUCATION
ASSOCIATION, MARYSVILLE SCHOOL
DISTRICT NO. 25, et al.

Defendants.

MARYSVILLE SCHOOL DISTRICT
NO. 25,

Cross-claimant,

v.

MARYSVILLE EDUCATION
ASSOCIATION, et al.,

Cross-defendants.

NO. 03-2-10942-6

FINDINGS, CONCLUSIONS, AND
PRELIMINARY INJUNCTION

FINDINGS, CONCLUSIONS, AND
PRELIMINARY INJUNCTION - 1

[16354-0341/20031020 marysville order SL032800.153]

ORIGINAL

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This matter came on for hearing on the Motion for Preliminary Injunction brought by plaintiff Marysville School District No. 25 (the "District"). Plaintiffs Tired of the Strike, et al., were represented by Phillips and Mazzone and Brian R. Phillips. The District was represented by Perkins Coie and Michael W. Hoge. Defendants Marysville Education Association ("MEA") and Elaine Hanson ("Hanson") were represented by Cogdill Nichols Rein and W. Mitchell Cogdill and Douglas M. Wartelle.

The Court, having examined the Complaint and Cross-Complaint filed in this case, the parties' respective memoranda of authorities, and the declarations, affidavits, and other files and records herein, and having heard the argument of counsel and being duly advised in the premises, finds as follows (this order addresses only the Marysville School District's claim against the MEA and Elaine Hanson):¹

FINDINGS OF FACT

- 1. The MEA and its bargaining unit members are, and have been since September 2, 2003 engaged in a strike, or work stoppage, against the District.
- 2. The MEA strike has forced and will continue to force the closure of the District's schools.
- 3. This strike-caused closure of schools has disrupted the District's provision of educational, counseling, and support services and programs offered to the District's students, has deprived students of access to these programs and services, and has idled hundreds of non-striking District employees, causing irreparable harm to the District, its students, their families, and the District's non-striking employees.

¹ The following findings and conclusions are interim in nature and are subject to revision following any subsequent trial on the merits.

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4. The District is required by statute to operate schools for 180 days per year.

5. The strike will compel the District to extend the school year into the winter, spring, and/or summer recess in order to provide the mandated 180 school days, which will disrupt the plans of and irreparably harm the District's students, parents, and non-striking employees.

6. The strike will continue to cause the above-described harm during the pendency of this litigation unless restrained and enjoined.

7. Each and every District employee represented by the MEA is employed pursuant to a separate written individual employment contract that requires him or her to perform services for the District for the 2003-2004 school year.

8. MEA-represented employees worked and were paid for the first day of their individual employment contracts on August 28, 2003.

CONCLUSIONS OF LAW

1. Public employee strikes are illegal under the common law of Washington.

2. The MEA strike violates the prohibition on public employee strikes and is an illegal strike.

3. The MEA strike is inconsistent with the obligation of MEA-represented employees, under their individual employment contracts between the District and MEA bargaining unit members, to render services for the 2003-2004 school year.

4. The strike has, as a matter of law, caused and will continue to cause irreparable harm to the District and the public.

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PRELIMINARY INJUNCTION

NOW, THEREFORE, IT IS HEREBY ORDERED, pending further action by this Court, that the defendants, their officers, agents, servants, employees, and all persons acting in concert or participation with any of them, including all members of defendant Marysville Education Association who are employed by the District, be and they hereby are restrained, prohibited, and enjoined from in any matter or by any means:

1. Engaging in, participating in, encouraging, or lending support or assistance of any nature to any strike by District employees, including picketing in furtherance of such a strike, or otherwise interfering with the normal orderly operation of the District's schools and programs;

2. Soliciting others, including students, employees, and other unions, to engage in or participate in any strike against the District;

3. Coercing any person to refuse to discharge their normal duties for the District;

4. Interfering by picketing or otherwise with the free ingress and egress of the District's agents, employees, and students, or other authorized persons, to and from the schools and other facilities operated by the District; and

5. Taking unjustified sick, personal, or other leave in concert with or in aid of any strike or slowdown.

6. Items 1-5 directly above apply only to actions in furtherance of the strike related to the bargaining for a 2003-2004 collective bargaining agreement and do not address conduct that is otherwise protected by law, such as peaceful informational picketing.

IT IS FURTHER ORDERED that all striking employees represented by the Marysville Education Association report for work on October 22, 2003 and then and

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thereafter fully discharge their required employment responsibilities for the remainder of the 2003-2004 school year. MEA-represented employees shall return to work at pay levels for their individual employment contracts according to the 2002-2003 salary schedule, with recognition for experience and education as of 2003-2004, subject to all terms and conditions of employment covered by the expired collective bargaining agreement which remain effective by operation of law.

IT IS FURTHER ORDERED that the defendants be, and hereby are, responsible for good faith efforts to immediately notify all persons represented by the Marysville Education Association and/or acting in concert with the defendants of the terms of this preliminary injunction and, specifically, that the strike and related activities described in numbered paragraphs 1-5, above, have been restrained and enjoined.

IT IS FURTHER ORDERED that failure to abide by this preliminary injunction, either by failure to report to work as ordered or by participation in strikes, work stoppages, or other related activities described in numbered paragraphs 1-5, above, may subject violators to sanctions for contempt of this Court. Specifically, should any District employee or employees represented by the Marysville Education Association fail to report to work in accordance with this order, the Court may impose remedial sanctions on each such employee including fines of at least \$250.00 for each day of noncompliance; and on the Marysville Education Association a remedial sanction of at least \$1,000.00 for each day of noncompliance; and the Court may impose additional sanctions.

It is further ordered that the Marysville School District and the Marysville Education Association shall bargain for the 2003-2004 collective bargaining agreement in good faith.

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The Court reserves its right to enforce this provision by such sanctions as the Court may deem appropriate.

DONE IN OPEN COURT THIS 20th day of October 2003.

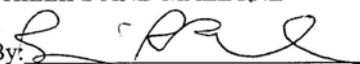

HONORABLE LINDA C. KRESE

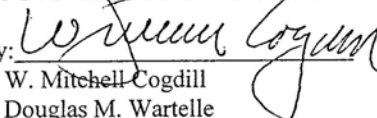
Presented by:

PERKINS COIE LLP

By 
Michael W. Hoge, WSBA #6180
Attorneys for Marysville School District No. 25

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