*Community College District 23 - Edmonds Community College*, Decision 10020 (CCOL, 2008)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

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| AFT EDMONDS, | ) | |
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| Complainant, | ) | CASE 20823-U-06-05307 |
| | ) | |
| vs. | ) | DECISION 10020 - CCOL |
| | ) | |
| COMMUNITY COLLEGE DISTRICT 23, (EDMONDS COMMUNITY COLLEGE), | ) | FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER |
| Respondent. | ) | |

The Rosen Law Firm, by *Jon Howard Rosen*, Attorney at Law, for the union.

Robert M. McKenna, Attorney General, by *Scott Majors*, Assistant Attorney General, for the employer.

On January 24, 2007, AFT Edmonds[1] (union), filed a complaint charging unfair labor practices against Community College District 23, Edmonds Community College (employer). The complaint alleged employer interference, discrimination, and refusal to bargain. A preliminary ruling issued on January 25, 2007, stated that a cause of action existed for each of the three allegations. A hearing was held before Examiner Katrina I. Boedecker on April 3 and 4, 2007, in Edmonds, Washington. The parties filed written argument by May 17, 2007.

[1] "AFT Edmonds" was formerly the American Federation of Teachers, Local 4254. Some documents admitted into evidence referred to Local 4254; these are taken to pertain to AFT Edmonds.

ISSUES PRESENTED

1. Are student/faculty ratios and classroom teaching hours mandatory subjects of bargaining?

2. Did the employer unilaterally change, and refuse to bargain, student/faculty ratios and classroom teaching hours?

3. Did the union waive its right to bargain changes in mandatory subjects of bargaining?[2]

Based on all the sworn testimony, the evidence admitted into the record and the arguments submitted by the parties, the Examiner rules that the employer did unilaterally change the mandatory subjects of student/faculty ratios and hours of work. The employer did not provide the union with a reasonable opportunity to bargain. The union did not waive its bargaining rights. Therefore, the employer did commit refusal to bargain, and derivative interference, violations.

APPLICABLE LEGAL PRINCIPLES

Chapter 28B.52 RCW regulates collective bargaining for academic personnel in community colleges. RCW 28B.52.020(8) defines

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[2] The preliminary ruling set out two other issues: Did the employer discriminate or interfere with employee rights when it issued discipline warning letters to certain academic employees working at the Monroe Correctional Complex; and did the employer interfere with employee rights when the college president made specific comments to academic employees. The parties settled these issues at the hearing, based on the Commission issuing an order containing the stipulations which the parties developed. Those stipulations are incorporated in the findings of fact, conclusions of law and the order of this decision.

"collective bargaining" as "the mutual obligation . . . to meet at reasonable times to bargain in good faith in an effort to reach agreement with respect to wages, hours, and other terms and conditions of employment . . . ." Not surprisingly then, "wages, hours and other terms and conditions of employment" are commonly referred to in labor law as mandatory subjects of bargaining.

An employer is prohibited from unilaterally changing mandatory subjects of bargaining. *City of Yakima*, Decision 3501-A (PECB, 1998), *aff'd*, 117 Wn.2d 655 (1991); *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991). After a union has been certified as the exclusive bargaining representative, if the employer wants to make a change to a mandatory subject of bargaining, the parties must bargain over the proposed change. *Municipality of Metropolitan Seattle*, Decision 2746-B (PECB, 1990).

Where the union is not provided adequate notice of the change, a fait accompli is found. *Clover Park Technical College*, Decision 8534-A (PECB, 2004). A union presented with a fait accompli is not required to make a bargaining demand in order to preserve its rights. The same is true if the employer does not give the union an opportunity to meaningfully bargain the change. *City of Centralia*, Decision 5282 (PECB, 1995). Where an employer does not provide adequate notice and offer to engage in meaningful bargaining, the union's failure to request bargaining is not a waiver by inaction. *Skagit County*, Decision 8886 (PECB, 2005).

ANALYSIS

The employer has provided classroom and vocational instruction to inmates at the Monroe Corrections Complex (MCC) since 1979. The course work consists primarily of adult basic education, GED

preparation, and vocational classes. Faculty members teach classes in each of the four units of the MCC: Minimum security unit (MSU); special offender unit (SOU), which generally houses mentally ill inmates; Twin Rivers unit (TRU), where the majority of inmates are sexual offenders; and the Washington State Reformatory (WSR), which is a medium to maximum security unit.

Faculty assigned to teach at the MCC are members of a bargaining unit comprised of counselors, librarians, and other faculty who teach on campus at Edmonds Community College. Since at least 1991, the parties have had a series of collective bargaining agreements that encompass traditional mandatory subjects of wages, hours and working conditions equally applicable to the faculty at the community college and the MCC. The agreements have also included some provisions specifically for the faculty at MCC.

The Department of Corrections (DOC) is responsible for the overall operation of the MCC. Educational opportunities for the inmates are specified in RCW 72.09.460. Starting in 2002, the DOC changed from entering into individual agreements with community colleges regarding correctional institutions in their area, to entering into a master interagency agreement with the State Board for Community and Technical Colleges (SBCTC) for educational services at all of its prisons and correctional institutions.

Funding under the master agreement is set at a fixed rate and caps the maximum costs the DOC will pay for services. The level of funding from the state to a community college is based, in part, on how many FTE students are signed up for classes. If a community college is exceeding its FTE target, it may receive supplemental funding by asking that funds be reallocated from another community college that is underperforming. Conversely, a college that

underperforms is at risk of losing funding and possibly losing its contract to provide educational services.

In 2003-2004, the master agreement required the SBCTC to work with DOC to define the relationship between full time equivalent students (FTEs) and classroom hours. For the 2005-2006 school year, the master agreement specified that one FTE student was equal to 45 credits, with one credit being equal to 15 hours of class time.

The interagency master agreement also contains a provision recognizing the "statutory obligation" of each community college to "bargain collectively as to terms and conditions of employment of both classified and academic employees who will be assigned to the institution program." The SBCTC has delegated the responsibility for providing educational services at correctional facilities to individual community colleges near the institutions, such as the present employer.

Student/faculty ratio-

Before the existence of the master agreement, the interagency agreements between the employer and DOC included a reference to a specific student/faculty ratio. That ratio was used to measure student outcomes, and thus to measure the college's performance. Over the years, the benchmarks by which the DOC measured outcomes and contract performance have shifted. For example, in 1997-1998, the DOC contract measured outcomes in terms of an average student/faculty ratio of 10:1 or 15:1, depending on the correctional facility. By 2001-2002, the measure changed to a minimum average student-faculty ratio of 15:1. Some vocational classes had a greater than 15:1 ratio, but they were balanced by smaller adult basic education and GED preparation classes which necessitated closer student/faculty contact.

Since the SBCTC took over the negotiations, the master agreement has had no provision mandating, or even recognizing, a target student/faculty ratio. Despite the absence of language in the master agreement regarding student/faculty ratios, it is undisputed that the DOC understood the ratio to be unchanged at the average 15:1 level. This ratio is referenced as the current practice in a document called Joint Task Force on Offenders Programs, Sentencing and Supervision, Summary of Work Group Recommendations, October 4, 2006: "The DOC currently uses the 15:1 standard." Although the parties' collective bargaining agreement does not specify a ratio for the faculty at the MCC, the employer did not dispute the Summary of Work Group Recommendations.

Classroom hours -

Over the years, the instructors at MCC have all taught in a classroom between 20 and 25 hours per week. Five or six hours a week were set aside for the instructors to meet with individual students for counseling, discipline, or one-on-one instruction. Inmates at each of the four units at MCC are only available to the faculty for six hours a day, from 7:30 to 10:30 in the morning and from 12:30 to 3:30 in the afternoon. The remainder of the time they are subject to "lock down" or are otherwise occupied by the DOC. The faculty value this opportunity to meet with individual students since the dynamics in the classroom do not allow for students to be corrected or disciplined in front of their peers. Faculty experience has shown that to do so results in the loss of "face" for the student, with consequential adverse student behavior.

In the 1995-1998 collective bargaining agreement, the parties bargained language that gave the employer the leeway to schedule faculty for up to 30 classroom hours per week. It read: "B.6.5

Professional workload guide. Academic employees shall have no more than thirty (30) contact hours per week in the classroom and/or laboratory." This language was meant to address an issue the employer had with the faculty working on the college campus, rather than those working at the correctional institution.

The language upset the correctional faculty because they had never been assigned so many classroom hours in a week. They believed that the new language allowed the employer the right to change their workload at any time to go up to 30 hours. During the 1998 negotiations, the union and the employer agreed to change the language to address the correctional faculty's concerns. The parties agreed to exempt the correctional faculty from the 30 hour language. The new language provided that correctional faculty assignments would be made "according to departmental needs within the guidelines of the Interagency Agreement with the Department of Corrections." That language remained unchanged in the collective bargaining agreement through 2005.

New Dean -

Tess Alan began as the Dean of Corrections Education for the employer in May 2005. At that time, the Edmonds corrections program was producing 100 fewer FTE's than it was contracted with SBCTC to produce. The employer faced a funding cut of approximately $400,000. Alan believed that the FTE targets and the funding were fixed by DOC. She thought that the only variables that the employer could manipulate to meet the requirements of the master agreement were the student/faculty ratio and the number of classroom hours each instructor was assigned per week.

On June 8, 2005, Alan held a half-day retreat with the corrections faculty to discuss program issues. She held another half-day

meeting with the faculty on June 15, 2005. On July 8, 2005, she sent the faculty a memorandum with information pertaining to the corrections program sustainability and the FTE shortfall. On July 27, 2005, Alan had a meeting with the faculty where she presented a plan to increase the student-faculty ratio from an average of 15:1 to 20:1 as an effort to remedy the FTE problem. A second day-long meeting was held on September 13, 2005, where Alan again stated how her plan would deal with the FTE shortfall. Alan did not send AFT Edmonds notice of these meetings, nor did she invite the union to be a participating party. The employer used these meetings to present its plans to the faculty.

Increase in student-faculty ratio -
For fall quarter, 2005, Alan unilaterally increased the student-faculty ratio to 20:1. As the 2005-2006 academic year progressed, Alan believed that, in spite of the ratio increase, the employer was not going to meet its contracted FTE target, thus putting itself in danger of losing DOC funding. In April 2006, Alan set up an FTE committee composed of faculty representatives from each unit at the prison to address this issue. Again, the employer did not notify AFT Edmonds to be a party on the committee.

At the meeting of the FTE committee, Alan discussed the interplay between the master agreement, DOC policies, and the collective bargaining agreement. She set forth certain options for the committee to consider. The faculty committee members made it clear that they did not like the options that she offered. By memorandum to Alan May 23, 2006, the faculty members indicated that they believed that the variables surrounding FTE production were beyond anyone's control. They suggested that each unit at the prison should be responsible for its own FTEs. They also recommended that the committee no longer meet as a group.

Change in classroom hours -
At the end of the 2005-2006 academic year, Alan announced a change in classroom hours. She increased the classroom contact hours for faculty from 25 hours to 30 hours per week. This increase eliminated the ability of faculty to have one on one meetings with inmate students. The increase in class hours caused an increase in incidents of poor student behavior in the classroom, as well as an increase in faculty safety concerns.[3]

Another change in ratio -
In summer 2006, Alan again changed the student/faculty ratio. This time she reduced it from an average of 20:1 to 18:1. In June, 2006, four basic skills instructors wrote Alan expressing concerns about the change. In response, Alan hired additional support staff to assume some of the testing and other administrative duties previously performed by the basic skills instructors.

In numerous memoranda and letters to the employer, faculty and inmates described the adverse impact upon the quality of instruction and safety. The employer did not answer these written communications. The president of the college, Jack Oharah, attended a mandatory divisional meeting of corrections faculty on June 12, 2006. Three faculty members testified, without being refuted, that Oharah told the faculty in attendance that if they did not like the changes they were free to leave. When the faculty raised specific issues about the increasing class size and the increasing teaching hours, Oharah responded that they could look for a job somewhere else. Faculty witnesses testified that they

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[3] On August 21, 2006, the union filed a grievance regarding the change in the number of contact hours faculty were required to teach each week. After the employer denied the grievance at step 2, the union did not pursue it further.

believed that Oharah's statements manifested a definite "take it or leave it" attitude.

Student/Faculty Ratios and Classroom Hours are Mandatory Subjects of Bargaining

The Public Employment Relations Commission (PERC) decides scope of bargaining issues on a case-by-case basis, to permit the application of a balancing approach most courts and labor boards apply to such issues. *IAFF, Local Union 1052 v. The Public Employment Relations Commission*, 113 Wn.2d 200, 778 P.2d 32 (1989) at 203. On one side of the balance is the relationship the subject bears to "wages, hours and working conditions" that would be of significant concern to employees. On the other side is the extent to which the subject lies "at the core of entrepreneurial control," which would make it a management prerogative.

Managerial decisions that only remotely affect "personnel matters" and decisions that are predominately managerial prerogatives are nonmandatory subjects. The scope of mandatory bargaining is limited to matters of direct concern to employees. WAC 391-45-550 states, "The commission deems the determination as to whether a particular subject is mandatory or nonmandatory to be a question of law and fact to be determined by the commission, and which is not subject to waiver by the parties by their action or inaction. . . . "

In balancing employer and employee concerns, courts have tipped an issue similar to faculty ratios and teaching hours to the side of being a mandatory subject of bargaining. "Staffing levels have a demonstratedly direct relationship to that of employee workload and safety, however we believe that, under appropriate circumstances, requiring an employer to bargain over them will achieve the balance

of public, employer and union interests that best furthers the purposes of the public employment collective bargaining laws." *IAFF, Local Union 1052* at 204. Also, *Spokane International Airport*, Decision 7889-A (PECB, 2003). Likewise, PERC "seriously considers any attempt to undermine the safety of employees" and, if the foreseeable risk to employees is "significantly aggravated" by a policy change, the employer must bargain. *King County v. Washington State Public Employment Relations Commission*, et al., 94 Wn. App. 431,440, 972 P.2d 130 (Div. 1).

The student/faculty ratio and classroom hour issues before the Examiner are both mandatory subjects of bargaining. They both affect working conditions of employees. Student ratios impact the workload of each faculty member. Classroom hours dictate the length of an employee's work day, so they directly relate to hours, clearly a mandatory subject of bargaining. The amount of time in front of students required of a faculty member, in this case, also impacts safety issues. These impact employee working conditions to a greater degree than they affect the entrepreneurial control of the employer. Management decisions about student/faculty ratios and classroom hours do not merely remotely affect personnel matters. Any unilateral changes in these working conditions made by the employer continue to impact the ability of the correctional faculty to effectively carry out their teaching responsibilities. The employer changes also impact faculty and student safety.

## The Unilateral Changes in Student/Faculty Ratio and Classroom Hours Constitute Unfair Labor Practices

An employer commits an unfair labor practice if it implements a unilateral change to an existing term or condition of employment of its union represented employees, without having exhausted its

obligations under the collective bargaining statute. Thus, if one of the parties to a collective bargaining relationship wants to change a mandatory subject of bargaining, that party must give notice to the other party sufficiently in advance to allow time for meaningful bargaining. *IAFF, Local 453*, Decision 8802 (PECB, 2004).

Here, there is overwhelming evidence that the employer engaged in precisely this type of prohibited conduct. First, in the summer of 2005, Corrections Division Dean Alan announced that, effective fall quarter 2005, the student/faculty ratio would be increased from the historical average of 15:1 to 20:1. No notice was given to the union, nor was the announcement couched as a proposal on which the employer was open to suggestions and/or modifications.[4] The June 8, 2005, retreat, the July 27, 2005, and the September 13, 2005, meetings between Alan and the faculty, were not bargaining sessions. The employer did not give the AFT notice that the employer proposed to negotiate at these meetings. Alan was continuing to present her own plans for ratios and hours at these sessions.

The FTE committee did not function as a bargaining team. Alan appointed the faculty members to the committee. The committee's meeting was for informational purposes. Alan used the meeting to discuss policies. She presented options for the committee to consider; she did not invite any proposals from the committee members. There is no evidence that the FTE committee had any authority to act on behalf of the AFT, nor did Alan include the AFT on this committee.

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[4] There is no statute of limitations in Chapter 28B.52 RCW.

Likewise, approximately a year later, Alan notified the correctional faculty that, effective fall quarter 2006, the classroom hours would be increased from the historical level of 25 hours per week to 30 hours per week. Again, no opportunity was presented to the union to bargain either the change or the effects of the change. When the faculty sent memoranda to the employer defining the adverse impact on the instructional program and safety, the employer did not respond. Clearly, the employer did not entertain any proposals other than its own.

The result of the two changes, both individually and collectively, has been to reduce the effectiveness of the faculty to teach the students in what can only be termed as an already difficult environment. Faculty testified about the resulting increased tension in the classroom and errant student behavior impacting the safety of other students and faculty.

The employer justifies Alan's actions as necessary to comply with the master interagency agreement. However, the master interagency agreement itself recognizes its subordination to the collective bargaining agreement and statutes. It specifically recognizes the statutory obligation of the employer to bargain collectively as to terms and conditions of employment of academic employees who are assigned to the institution program.

The intent of the statute governing bargaining for academic faculty in community colleges is stated in RCW 28B.52.010 to be "to promote activity that includes . . . open communication . . . , with reasonable discussion and interpretation of that information. It is the further intent that such activity shall be characterized by mutual respect, integrity, reasonableness, and a desire on the part of the parties to address and resolve the points of concern." RCW

28B.52.010 furthermore declares the purpose of the act is: "to promote cooperative efforts by prescribing certain rights and obligations of the employees and employers and by establishing orderly procedures governing the relationship between the employees and their employers which procedures are designed to meet the special requirements and needs of public employment in higher education." The employer's unilateral changes do not meet the stated purposes of the statute.

The employer's unilateral changes in student/faculty ratios and in classroom hours represent an actual departure from established practice. As such, they are unfair labor practices.

No Union Waiver

The employer claims that the union waived its bargaining rights through contract language and by failing to demand bargaining after it received notice of the pending changes. It is wrong on both counts.

Under PERC precedent, management rights clauses are narrowly construed when determining whether a union and an employer have agreed to waive the statutory obligation to bargain in good faith on a particular wage, hour or working condition during the term of a collective bargaining agreement. *Whatcom County*, Decision 7244-A (PECB, 2003). To establish a waiver by contract, the employer would have to demonstrate that the union understood, or could reasonably have been presumed to have known, what was intended when it accepted the language relied upon by the employer. *City of Yakima*, Decision 3564-A (PECB, 1991). Broad and unspecific language will not create a waiver under Commission precedent. *Whatcom County*. The employer has not presented any clear and unambiguous waiver language from the collective bargaining agreement.

As for the employer's waiver by conduct theory, a union can waive its bargaining rights when, after receiving an employer's notice of a planned change, it does not properly request bargaining on the matter. However, "where a change is presented by an employer as a fait accompli, so that bargaining is futile, a union's failure to request bargaining cannot be deemed a waiver." *City of Centralia*, Decision 5282-A (PECB, 1996), citing *City of Tukwila*, Decision 2434-A (PECB, 1987).

That the employer appointed faculty, who were bargaining unit members, to a committee unilaterally created by Alan to discuss options she identified as available to meet the requirements of the interagency agreement, is of no help to the employer in furthering its waiver argument. First, the committee was not a union committee but was, as noted above, unilaterally appointed by Alan. Second, as is evident by the testimony and exhibits, there was no meaningful opportunity to bargain or discuss options other that those proposed by the employer. Third, where the disdain for the union is evident, as it is here from Alan's actions to the president's "take it or leave it" comments, there is precedent for the union to walk away from negotiations without a waiver being found. In *Centralia*, the Examiner recognized that the "perceived antagonism . . . toward the union appears to have interfered with the union's opportunity to explain its concerns." Such antagonism is evident here, with not only the denial of the grievance filed by the union with regard to the student-faculty ratio and Alan's refusal to engage in responses to faculty concerns, but with the utter dismissiveness of those concerns by college president Oharah when he told the faculty that they could quit if they did not like the changes that were being made. The examiner in *Centralia* noted that "it is particularly difficult to cast the union as a villain . . . [since] the opportunity to discuss the union's safety concerns was foreclosed by a climate of antagonism and distress."

Finally, the letters from faculty members importuning Alan and the employer to discuss their safety and quality of instruction concerns militates against any argument that there was a waiver by the union.

REMEDY

The union seeks an order directing the employer to cease and desist from continuing to violate RCW 28B.52.073(1)(e) and to direct the employer to return to the *status quo ante*, *i.e.*, an average student-faculty ratio 15:1 and 25 classroom hours. The union also requests that the employer be directed to post notices of the fact that it committed unfair labor practices and to read the order into the record at a public meeting. These are standard remedies routinely ordered when unlawful unilateral change unfair labor practices are found to have been committed; they will be ordered here.

In addition, the union requests that the employer be ordered to reimburse it for its reasonable costs, including attorney's fees. This is an extraordinary remedy for unfair labor practices. It is generally only appropriate in situations where the respondent repeatedly has been found guilty of similar unlawful behavior and/or the respondent is offering frivolous defenses. This is not the case here. Extraordinary remedies will not be ordered.

## FINDINGS OF FACT

1. Community College District 23, (Edmonds Community College), is a public employer within the meaning of Chapter 28B.52 RCW.

2. AFT Edmonds is a bargaining representative within the meaning of RCW 28B.52.020, and represents an appropriate bargaining unit of academic employees of Edmonds Community College.

3. Student/faculty ratios affect the working conditions of academic employees more than they impact the entrepreneurial control of the employer.

4. Classroom hours affect the working conditions of academic employees more than they impact the entrepreneurial control of the employer.

5. The employer had an established practice of 15:1 in student/faculty ratios.

6. The employer had an established practice of faculty teaching 20 to 25 hours per week of classroom hours.

7. The employer unilaterally made changes in student/faculty ratios and in classroom hours.

8. The employer decided upon and implemented the changes in the student/faculty ratios and in faculty classroom hours without bargaining in good faith to agreement or impasse with the union.

9. The parties stipulated that the employer shall remove any June 15, 2006 disciplinary warning letters from the personnel files of affected employees.

## CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 28B.52 RCW and Chapter 391-45 WAC.

2. Student/faculty ratios and faculty classroom hours are mandatory subjects of bargaining.

3. As described through the actions in Finding of Facts 5, 6, 7, and 8 the employer did refuse to bargain collectively and did interfere with employee rights violating 28B.52.073(1)(e) and (a).

4. The union did not waive its right to bargain any proposed changes in student/faculty ratios or classroom hours.

5. Nothing in the parties' stipulation or in this Order should be construed as an admission on the part of the employer that it violated RCW 28B.52.073(1)(c).

6. No evidence of any violation of RCW 28B.52.073(1)(c) was introduced during the hearing on the violation of RCW 28B.52.073(1)(e).

## ORDER

COMMUNITY COLLEGE DISTRICT 23, EDMONDS COMMUNITY COLLEGE, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Making unilateral changes in student/faculty ratios;

   b. Making unilateral changes in classroom teaching hours;

   c. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under by the laws of the state of Washington.

2. STIPULATION OF THE PARTIES:

a. Community College District 23, Edmonds Community College is directed to cease and desist from committing unfair labor practices in violation of 28B.52.073(1)(a) and (c).

3. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 28B.52 RCW:

a. Restore the *status quo ante* by reinstating the student/faculty ratios at 15:1 at MCC which existed for the corrections faculty in the affected bargaining unit prior to the unilateral change in student/faculty ratios found unlawful in this order. The employer shall make no further changes in student/faculty ratios without bargaining in good faith with the union.

b. Restore the *status quo ante* by reinstating the faculty classroom hours to 20 to 25 at MCC which existed for the corrections faculty in the affected bargaining unit prior to the unilateral change in classroom teaching hours found unlawful in this order. The employer shall make no further changes in faculty classroom hours without bargaining in good faith with the union.

c. Post copies of the notice attached to this order in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable

steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

d. Read the notice attached to this order into the record at a regular public meeting of the Board of Trustees of the COMMUNITY COLLEGE DISTRICT 23, EDMONDS COMMUNITY COLLEGE, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

e. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice attached to this order.

f. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Compliance Officer with a signed copy of the notice attached to this order.

ISSUED at Olympia, Washington, this 27th day of March, 2008.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Katrina I. Boedecker

KATRINA I. BOEDECKER, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.

# PUBLIC EMPLOYMENT RELATIONS COMMISSION

# NOTICE

**THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT WE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:**

WE UNLAWFULLY refused to bargain with AFT Edmonds when we changed the student/faculty ratio and the faculty classroom teaching hours for members of AFT Edmonds bargaining unit working at the Monroe Corrections Complex. We also interfered with those employees' rights when we made the unilateral changes.

**TO REMEDY OUR UNFAIR LABOR PRACTICES:**

WE WILL restore to the student/faculty ratio to 15:1 for the corrections faculty. We will not make any changes in the student/faculty ratios unless we bargain in good faith with the union.

WE WILL restore to the faculty classroom teaching hours to 20 to 25 hours per week for the corrections faculty.

WE WILL NOT make any changes in faculty classroom teaching hours unless we bargain in good faith with the union.

WE WILL remove any June 15, 2006 disciplinary warning letters from the personnel files of affected employees.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DATED: _____ Edmonds Community College

BY: _____
Authorized Representative

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.**

This notice must remain posted for 60 consecutive days, and must not be altered or covered by any other material. Questions about this notice or compliance with the Commission's order may be directed to the Public Employment Relations Commission (PERC), 112 Henry Street NE, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300. The full decision will be published on PERC's web site, www.perc.wa.gov.