STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

AMERICAN FEDERATION OF TEACHERS, LOCAL 4254,	)	
Complainant,	)	CASE 22084-U-08-5624
vs.	)	DECISION 10250-A - CCOL
EDMONDS COMMUNITY COLLEGE (COMMUNITY COLLEGE DISTRICT 23),	)	FINDINGS OF FACT, CONCLUSIONS OF LAW,
Respondent.	)	AND ORDER

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 October 31, 2008, the American Federation of Teachers, Local 4254 (union) filed an unfair labor practice complaint against Edmonds Community College (employer). The complaint alleges employer interference, discrimination, and refusal to bargain. The Commission appointed Jamie L. Siegel as the Examiner, and I held a hearing on March 11 and 12, 2009. The parties filed post-hearing briefs on or before May 15, 2009.

ISSUES

1. Did the employer unilaterally change a past practice and refuse to bargain in violation of RCW 28B.52.073(1)(e) when it failed to inform Margaret West, a long-term, part-time academic employee, of concerns and work with her to correct the concerns prior to deciding not to offer her a part-time teaching contract after the summer quarter of 2008?

2. Did the employer discriminate against Margaret West in reprisal for protected union activities in violation of RCW 28B.52.073(1)(c) or interfere with employee rights in

violation of RCW 28B.52.073(1)(a) when it did not offer West a part-time teaching contract after the summer quarter of 2008?

The union failed to establish that the employer maintained a consistent practice of informing long-term, part-time academic employees of concerns and working with them to correct the concerns prior to deciding not to offer them future contracts. As a result, the employer did not commit a refusal to bargain violation. The employer did, however, unlawfully discriminate against West and interfere with employee rights when it decided not to offer West a part-time teaching contract after summer quarter of 2008.

ISSUE 1 - UNILATERAL CHANGE

APPLICABLE LEGAL STANDARDS

Washington State law requires a public employer to engage in collective bargaining with the exclusive bargaining representative of its employees concerning wages, hours, and other terms and conditions of employment. RCW 28B.52.020(8), RCW 28B.52.030. An employer commits an unfair labor practice by making a unilateral change in a mandatory subject of bargaining without offering the union an opportunity to bargain. RCW 28B.52.073(1)(e); *State - Social and Health Services*, Decision 9551-A (PSRA, 2008).

Parties to a collective bargaining agreement may maintain a well-established procedure relating to a mandatory subject of bargaining that they do not include in the bargaining agreement. *City of Pasco*, Decision 9181-A (PECB, 2008). In such situations, if the procedures relating to a mandatory subject of bargaining are so well-understood and implemented by the parties that they constitute a past practice, a party commits an unfair labor practice if it unilaterally changes that past practice without fulfilling its bargaining obligation. *Whatcom County*, Decision 7288-A (PECB, 2002). To establish a past practice, a party must prove the following two basic elements: (1) a prior course of conduct, and (2) an understanding by the parties that such conduct is the proper response to the circumstances. *Kitsap County*, Decision 8292-B (PECB, 2007). The complainant bears the burden of proof in establishing a unilateral change to a mandatory subject of bargaining. WAC 391-45-270(1)(a).

ANALYSIS

It is undisputed that the employer did not provide West with notice of concerns and the opportunity to correct the concerns prior to deciding not to offer her a future teaching contract. The union alleges that the employer maintained a consistent past practice of doing so with part-time faculty members who had taught with the employer for more than a few quarters. The union argues that the employer refused to bargain a change in this alleged past practice.

The union failed to establish such a past practice. The union relies on the testimony of Mary Hale, who served as the employer's interim vice president for instruction from November 2003 through June 2006. She retired as a faculty member in December 2001 and had, as a faculty member, served as the union president for over five years. Hale testified that if a part-time faculty member had taught more than three or four quarters and had performance issues, the dean and the faculty member would talk about the issue, consider what might need to be done to address it, and explore resources, including possibly mentoring. She explained that the plans varied and could be fairly informal or more formalized, depending upon the dean and the faculty member.

The employer's key witnesses on this point testified clearly and unequivocally that there was no consistent practice in this area. I credit their testimony. Marty Cavalluzzi, who took over as the employer's vice president for instruction and chief academic officer in July 2006, testified that during his employment the employer has had no consistent practice in this area. He testified that there have been times when deans have counseled experienced part-time faculty of deficiencies prior to not offering them future contracts and times when they have not. David Chalif has served as the employer's dean of the math/science division since at least 2000. He testified that he does not consistently discuss concerns with experienced part-time faculty members, and he does not consistently give them the opportunity to correct performance deficiencies. Chalif has served under four vice presidents of instruction, and none of them, including Mary Hale, ever communicated an expectation that he allow a part-time faculty member an opportunity to correct areas of concern before deciding not to offer the faculty member another contract.

To constitute a past practice, the conduct must be known and mutually accepted by the parties. In this case, although deans sometimes provided part-time faculty with notice of concerns and the

opportunity to correct them, the evidence does not support that this has been a consistent course of conduct or that the parties reached an understanding that this approach was the proper response in such circumstances. Because no consistent prior practice exists that creates any kind of enforceable expectation between the parties, the employer did not refuse to bargain a change in practice and did not commit an unfair labor practice.

ISSUE 2 - DISCRIMINATION

APPLICABLE LEGAL STANDARDS

Chapter 28B.52 RCW secures the rights of academic employees to organize and bargain collectively with their community college employers. RCW 28B.52.070 prohibits employers from discriminating against employees because they belong to an employee organization or because they exercise rights under Chapter 28B.52 RCW. RCW 28B.52.073(1)(c) makes it an unfair labor practice for any employer to "encourage or discourage membership in any employee organization by discrimination in regard to hire, tenure of employment, or any term or condition of employment."

An employer unlawfully discriminates when it takes action against an employee in reprisal for the employee's exercise of rights protected by collective bargaining laws. *Educational Service District 114*, Decision 4361-A (PECB, 1994). The union maintains the burden of proof in employer discrimination cases. To prove discrimination, the union must first set forth a prima facie case by establishing the following:

1. The employee participated in an activity protected by the collective bargaining statute, or communicated to the employer an intent to do so;

2. The employer deprived the employee of some ascertainable right, benefit, or status; and

3. A causal connection exists between the employee's exercise of a protected activity and the employer's action.

To prove an employer's motivation for an adverse employment action was discriminatory, the union must establish that the employer had knowledge of the employee's union activities. *Metropolitan Park District of Tacoma*, Decision 2272 (PECB, 1986), *aff'd*, Decision 2272-A (PECB, 1986). Ordinarily, the union may use circumstantial evidence to establish its prima facie case because an employer does not typically announce a discriminatory motive for its actions. *Clark County*, Decision 9127-A (PECB, 2007).

Where the union establishes a prima facie case, it creates a rebuttable presumption of discrimination. In response to a union's prima facie case of discrimination, the employer need only articulate non-discriminatory reasons for its actions. The employer does not bear the burden of proof to establish those reasons. *Port of Tacoma*, Decision 4626-A (PECB, 1995). Instead, the burden remains on the union to prove by a preponderance of the evidence that the disputed action was in retaliation for the employee's exercise of statutory rights. *Clark County*, Decision 9127-A. The union meets this burden by proving either that the employer's reasons were pretextual or that the employer's actions were substantially motivated by the employee's protected activity. *Educational Service District 114*, Decision 4361-A.

ANALYSIS

West worked for the employer as a part-time academic employee in the English department for over 20 years. Since 1997 she has been actively involved in the union, serving in leadership roles for the local and state union. West held the local union offices of vice president for political action from 1997 to 2006 and vice president for communications from 2006 to 2008. She held the state union offices of vice president for the committee on political education from 2001 to 2005 and vice president for legal defense from 2005 to at least the time of the hearing.

West also led, or participated as a member of, union bargaining teams that negotiated four full collective bargaining agreements and two sets of bargaining re-openers with the employer. During the 2007-08 academic year, West participated in negotiations between the union and the employer and served as one of the three union representatives on the contract administration committee (CAC),

a labor-management committee that met at least monthly. In early March 2008, West announced she was running for president of the union.[1]

Also in March or early April 2008, Joan Penney, the employer's dean of the humanities and social sciences division who supervised the English department, decided not to offer West a contract to teach after summer quarter.[2] In consultation with Cavalluzzi, Penney's supervisor, Penney decided not to inform West of the decision until after the college accreditation visit that was scheduled for the latter part of April. In a meeting on May 2, 2008, Penney informed West that she would not be offered a part-time teaching contract after summer quarter.

UNION'S PRIMA FACIE CASE

The union established a prima facie case as described below.

Employee's Protected Union Activity

West served as an active and visible union leader. In addition to the formal leadership roles she held which are described above, West also served as a vocal advocate for union issues, particularly issues impacting part-time faculty. On an ongoing basis West raised concerns when she perceived that bargaining agreement provisions or practices were not being implemented appropriately.

West and another part-time faculty member/union leader met with Penney and one of the department co-chairs in August 2007, within the first two months of Penney's employment. During that meeting West shared with Penney her history of involvement with the union. West also provided Penney with copies of some of her e-mails from the 2006-2007 academic year. The e-mails concerned scheduling, assignments, and contracts.

In some of the e-mails, West shared her perspective with faculty and management about the context in which specific collective bargaining agreement provisions were negotiated. In one e-mail sent to

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1 On April 30 the nominations closed and West learned she was running unopposed.

2 Penney was not sure of the specific date. She acknowledged that the time frame of her decision "straddled" her learning that West was running for union president.

faculty members, the interim dean, and Cavalluzzi about assurance of employment (AOE) contracts, West concludes with the following: "I hope this explanation is helpful. If there is still confusion, please let me know. We are in contract negotiations now, and we have the opportunity to clarify the language of the AOE if necessary."

In another e-mail West sent to the interim dean with a copy to a department co-chair, Cavalluzzi, and then-union president Barbara Maly, West clarified that her prior e-mails relating to scheduling voiced union concerns not personal concerns. She wrote, in part:

> Over the last ten years, I have also volunteered thousands of hours to the union on campus because I care very much about my full- and part-time faculty colleagues. Consequently, when I learn that a policy or practice in my department is being ignored, I feel it's my responsibility to learn the facts and at least seek clarification of the situation; this is what Marcia and I did unsuccessfully when we came to see you several weeks ago, and this is what I tried to do when I recently emailed Greg about summer hiring.
>
> My concern is the equitable allocation of courses according to what has been consistent past practice in the English department; my concern is not, and has never been, personal. . . .
>
> I sincerely hope that we can move beyond the erroneous idea that this is a personal quarrel to a discussion of the issues.

During the 2007-2008 academic year, West pressed Penney on an issue involving professional development funds for part-time employees.[3] The union raised the issue at a CAC meeting. West also continued to challenge the English department co-chairs, who are also bargaining unit employees, on scheduling and staffing issues.

These issues that West raised relating to professional development funds, scheduling, and staffing fall within the broad definition of subjects for collective bargaining in RCW 28B.52.020(8). Although some of West's positions may have ultimately found no substantive support in the collective bargaining agreement, her advocacy still falls within the scope of activity protected by

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[3] Penney set aside the funds to pay part-time faculty to attend department meetings, a purpose specifically authorized by the bargaining agreement.

Chapter 28B.52 RCW. Furthermore, although some of West's colleagues within the bargaining unit may not have shared the perspectives she advocated, she was advocating the union position as evidenced by some of the e-mails quoted above as well as Penney's testimony detailed below.
The employer argues that West was not engaged in protected activity *at the time* the employer decided not to offer West a future contract. The law does not require that an employee be engaged in protected activity at the time of the employer's decision to take the contested action. To establish protected union activity, a party may even rely on events predating the six-month statute of limitations period. *Port of Tacoma*, Decision 4626-A.

Even if the law was as stated by the employer, the record demonstrates that West continued to be engaged in union activities at the time the employer made the decision to take the contested action. Furthermore, the record demonstrates that Penney was aware of many of West's protected union activities at the time she made her decision. Penney was aware of West's service on the union's bargaining team and CAC, she knew West was running for union president and, as discussed in greater detail below, she had observed West's advocacy of union issues at department meetings.

West's union activities satisfy the first element of the union's prima facie case.

Deprivation of Right, Benefit, or Status

The employer argues that because West had no continuing contract rights, the union failed to establish this element. Although I agree that West had no continuing contract rights, I find that the employer's decision to not offer West a contract beyond summer quarter of 2008 deprived her of a benefit or status. In *City of Brier*, Decision 10013-A (PECB, 2009), the Commission determined that an employee's termination met this element of his prima facie case even though he was a probationary employee who could be terminated "at will" and without cause. Similarly here, the union meets this element of its prima facie case.

Causal Connection

At hearing, Cavalluzzi and Penney testified that the employer decided not to offer West a part-time teaching contract beyond summer quarter of 2008 because West was divisive and disruptive in the English department. When counsel for the union asked Penney for examples of when West was

disrespectful, not collegial, or otherwise interfered with the functions of the department, Penney talked about having observed West on several occasions during English department meetings. She identified a specific example of what she described as West's "over scrutiny" of the department co-chair on a scheduling issue. The following is the exchange between counsel for the union and Penney on this subject:

> Q. [By Rosen] What do you mean by over scrutiny?
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> A. [By Penney] The lines were blurred in some of the English department meetings, in my observations, that she [West] was not always there attending as an individual faculty member. But she was bringing the union voice in. . . .
>
> Q. . . . when you said she was bringing the union voice in, what you're saying is that she was speaking in her role as a union representative rather than as an individual?
>
> A. It appeared that way on some occasions, yes.
>
> Q. And you found that offensive?
>
> A. I found that it blurred the lines of what the focus of the English department meetings were supposed [to] be about. And that -- I'll stop there.

The union established a causal connection between West's union activity and the adverse employment action.

Employer's Non-Discriminatory Reason for Action

To rebut the union's prima facie case, the employer need only produce legitimate, non-discriminatory reasons for its action.

Neither state law nor the parties' collective bargaining agreement gives part-time academic employees continuing contract rights. The parties' collective bargaining agreement does not require the employer to provide a part-time employee with notice of why the employer elects not to offer the employee future contracts. Furthermore, as discussed above, no past practice exists requiring the

employer to provide part-time academic employees with notice of concerns and an opportunity to remediate the concerns prior to deciding not to offer the employee a future contract.

When Penney told West of her decision, she elected, consistent with the employer's rights, to tell West only that she was changing the direction of the English department. Cavalluzzi and Penney decided not to give West a reason for the decision because they felt it would open "a big can of worms."

The testimony and exhibits at hearing demonstrated significant conflict among faculty in the English department. When Penney assumed her position with the employer in July 2007, she met with 50 to 60 staff members, faculty, and administrators in the English department and other departments. During those meetings she learned about the conflicts in the English department and, during the course of the academic year, she observed divisiveness and a lack of collegiality in the department. She had many conversations with Cavalluzzi about her concerns with the department and ways to address the concerns.

Penney decided not to offer West a contract beyond summer quarter of 2008 because she found West contributed to the divisiveness and disruption in the English department.[4] Penney felt that West undermined and disrespected Penney's authority, interfered with the functions of the English department co-chairs, and did not help to create a collegial atmosphere within the English department.

During her testimony, Penney provided several examples in addition to the "over scrutiny" example included in the causal connection section above. One example occurred in March 2008 when West had learned that Penney set aside part-time faculty professional development funds. Penney heard West in the hallway outside of Penney's office speaking loudly to a support staff member saying it was not right and words to the effect of "Here we go again – I have to train another administrator."

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[4] Penney gave notice to a total of seven employees that they would not be offered future contracts, including another part-time faculty member in the English department. The record contains no details on these other actions.

Penney also described how she believed West did not accurately represent some issues. For example, after Penney met with West in August 2007 and Penney committed to bring the employer's president and Cavalluzzi to a department meeting to discuss the issue of seniority in scheduling, Penney heard that West considered the meeting a waste of time and felt that things probably would not change. Penney also testified that one of the English department co-chairs showed Penney an e-mail that West had sent to him that admonished Penney for breaking the confidentiality of negotiations.

Both Penney and Cavalluzzi testified that the co-chairs of the English department complained that they felt West undermined them and attacked them. Neither co-chair testified.[5] Other staff members also complained to Penney and Cavalluzzi about West, although none testified and the record contains very limited information about the concerns.

The employer has a legitimate interest in advocating civil discourse among employees and promoting collegiality, collaboration, and mutual respect. When an employer believes that an employee undermines such efforts, the employer has a legitimate interest in addressing the issue with the employee.

I find that the employer produced a legitimate, non-discriminatory reason for its action.

Union's Ultimate Burden of Proof

The union bears the ultimate burden of establishing that the employer's reasons were pretextual or that the employer's actions were substantially motivated by the employee's protected activity. In this case, the union met its burden and established that West's protected activities were a substantial motivating factor in the employer's decision to not offer West a part-time teaching contract beyond summer quarter of 2008.

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5 Two previous English department chairs testified, one from the 2002-04 academic years and one from the 2004-06 academic years. Neither expressed concerns about working with West.

The employer decided not to offer West future contracts because her supervisor found West to be divisive, disruptive and lacking in collegiality. In explaining the behavior leading to this determination, Penney focused on West's protected union activities. In addition to Penney's concern about West "bringing the union voice" into department meetings, Penney also testified as follows:

> It was clear to me in my job description that it was not the role of the English department, nor my role, to take on issues outside the negotiated agreement. These were brought up, sometimes misrepresented by Margaret [West], and I felt that it was an interference with the management of the department. And of course, my role as dean.

Employees who engage in protected union activities are not immune from work rules, expectations, or performance standards. Chapter 28B.52 RCW does not shield employees from the consequences of their performance deficiencies or inappropriate behavior. In this case, although the employer had a legitimate interest in improving the functioning of the English department, it did not have the right to take an adverse employment action against an employee because of her union activities.

Conclusion

The employer discriminated against West in reprisal for exercising rights protected by Chapter 28B.52 RCW.

REMEDY

The union seeks the customary remedies in discrimination cases in addition to the extraordinary remedy of costs and attorney fees. The union also requests that the 60-day posting of notice include only the regular academic year and exclude summer quarter.

The Commission sparingly grants extraordinary remedies. The Commission and its examiners generally only award attorney fees as a punitive remedy in response to a party's egregious conduct, where a party has engaged in a pattern of conduct showing patent disregard of the law, or where a party has advanced frivolous defenses. *Western Washington University*, Decision 9309-A (PSRA, 2008); *Skagit County*, Decision 8746-A (PECB, 2006).

In this case, I order the customary remedies of reinstatement, back pay, and posting and reading of the notice. The 60-day posting requirement includes summer quarter. The employer operates and holds classes during summer quarter and the union identified no basis to exclude those days.

I am not awarding costs and attorney fees because this employer has not engaged in a pattern of conduct showing disregard of the law or egregious conduct as defined by our case precedent. The union argues that because an examiner concluded the employer refused to bargain and interfered with employee rights in Community College District 23 (Edmonds), Decision 10020 (CCOL, 2008), attorney fees and costs are warranted. Because I conclude that the employer did not commit a refusal to bargain violation, this does not represent a repeat violation. My search of other cases before the Commission revealed no cases concluding that this employer has committed a discrimination violation. Furthermore, although the employer presented unpersuasive defenses to the discrimination complaint, I do not find them frivolous.

FINDINGS OF FACT

1. Edmonds Community College is a public employer within the meaning of Chapter 28B.52 RCW.

2. American Federation of Teachers, Local 4254 is an exclusive bargaining representative within the meaning of RCW 28B.52.020(7), and represents a bargaining unit of academic employees of Edmonds Community College.

3. Margaret West worked for the employer as a part-time academic employee in the English department for over 20 years.

4. Joan Penney started as the dean of the employer's humanities and social sciences division in July 2007. In that role, she supervises the English department.

5. On May 2, 2008, Penney notified West that she would not be offered a part-time teaching contract beyond summer quarter of 2008.

6. Penney did not provide West with notice of concerns and the opportunity to correct the concerns prior to notifying her that she would not be offered a future teaching contract.

7. The employer does not maintain a consistent practice of providing part-time faculty members who have worked for the employer for more than a few quarters with notice of concerns and the opportunity to correct the concerns prior to deciding not to offer them future teaching contracts.

8. West has been actively involved in the union since 1997, serving in leadership roles for the local and state union. West participated on union bargaining teams that negotiated four full collective bargaining agreements and two sets of bargaining re-openers with the employer. During the 2007-08 academic year, West participated in negotiations between the union and the employer and served as one of the three union representatives on the contract administration committee (CAC). In early March 2008, West announced she was running for president of the union.

9. West also served as a vocal advocate for union issues. On an ongoing basis West raised concerns when she perceived that bargaining agreement provisions or practices were not being implemented appropriately.

10. Penney was aware of many of West's protected union activities at the time she made her decision, including West's service on the union's bargaining team and CAC, her advocacy of union issues at department meetings, and her running for union president.

11. A causal connection exists between West's protected union activities described in Findings of Fact 8 and 9, and the employer's decision described in Finding of Fact 5.

12. The employer's stated reason for not offering West future contracts beyond summer of 2008 was that West contributed to the divisiveness and disruption in the English department, undermined and disrespected Penney's authority, interfered with the functions of the English

department co-chairs, and did not help to create a collegial atmosphere within the English department.

13. West's protected union activities were a substantial motivating factor for the employer's decision to not offer West a contract beyond summer quarter of 2008.

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. Because the employer's action described in Finding of Fact 6 did not constitute a change from an established past practice, the employer did not refuse to bargain or violate RCW 28B.52.073(1)(e).

3. By deciding not to offer Margaret West a part-time teaching contract after summer quarter of 2008 in reprisal for union activities protected by Chapter 28B.52 RCW, as described in Findings of Fact 5 and 8 through 13, Edmonds Community College discriminated against West in violation of RCW 28B.52.073(1)(c) and (a).

ORDER

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. Discriminating against Margaret West in reprisal for her participation in protected union activities;

   b. Interfering with Margaret West's employee rights under Chapter 28B.52 RCW;

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

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

a. Offer Margaret West immediate and full reinstatement to the former position she held or a substantially equivalent position, make her whole by payment of back pay and benefits in the amounts she would have earned or received from the date of the unlawful action to the effective date of the unconditional offer of reinstatement made pursuant to this order, and restore any lost seniority. Back pay shall be computed in conformity with WAC 391-45-410.

b. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission 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.

c. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the Board of Trustees of the 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.

d. 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 provided by the Compliance Officer.

e. 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.

ISSUED at Olympia, Washington, this 1st day of July, 2009.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Jamie L. Siegel

JAMIE L. SIEGEL, 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
TO EMPLOYEES

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 *EDMONDS COMMUNITY COLLEGE* COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS:

WE UNLAWFULLY discriminated against Margaret West and interfered with employee rights when we decided not to offer her a part-time teaching contract after the summer quarter of 2008 in reprisal for her engaging in protected union activities.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL offer a part-time contract to Margaret West to teach in her former position or a substantially equivalent position.

WE WILL pay Margaret West the wages and benefits she lost as the result of the decision to not offer her a contract after summer quarter of 2008.

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.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov.