STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

DEPARTMENT CHAIRPERSON COUNCIL OF THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, Charging Party, v. SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, Respondent.	)	Case No. SF-CE-223 PERB Decision No. 146 November 25, 1980

Appearances: Ronald A. Glick, representative for San Francisco Community College District; Austin White, representative for the Department Chairperson Council of the San Francisco Community College District.

Before Gluck, Chairperson; Moore, Member.

DECISION

This case is before the Public Employment Relations Board (hereafter Board) on exceptions taken by the San Francisco Community College District (hereafter District) to the attached hearing officer's proposed decision. The District objects to the hearing officer's conclusion that the District's enactment of an emergency resolution after the passage of Proposition 13 and its refusal to negotiate about the resolution with the Department Chairperson Council of the San Francisco Community College District (hereafter Council) violated

section 3543.5(a), (b) and (c) of the Educational Employment Relations Act (hereafter EERA).[1] The District also objects to the hearing officer's conclusion that the supervisory stipends paid to Council unit members were a regular and expected part of unit members' compensation which the District could not unilaterally withhold.

The Board has considered the record as a whole and the attached proposed decision in light of the exceptions filed. The Board is in agreement with and hereby adopts the hearing officer's findings of fact and conclusions of law.

ORDER

Upon the foregoing facts, conclusions of law and the entire record in this case, it is hereby ORDERED that the San Francisco Community College District and its representatives shall cease and desist from:

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[1]The Educational Employment Relations Act is codified at Government Code section 3540 et seq.

Section 3543.5(a), (b) and (c) states:

> It shall be unlawful for a public school employer to:
>
> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.
>
> (b) Deny to employee organizations rights guaranteed to them by this chapter.
>
> (c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

(1) Failing or refusing to meet and negotiate in good faith with the exclusive representative by unilaterally depriving unit members of supervisory stipends, related fringe benefits and regular salary increments.

(2) Denying the exclusive representative its right to represent unit members by failing or refusing to meet and negotiate about matters within the scope of representation enumerated in (1) above.

(3) Interfering with employees because of the exercise of their right to select an exclusive representative to meet and negotiate with the employer on their behalf by unilaterally changing matters within the scope of representation enumerated in (1) above without meeting and negotiating with the exclusive representative.

It is hereby ORDERED that the San Francisco Community College District and its representatives shall take the following affirmative actions which are necessary to effectuate the policies of the Educational Employment Relations Act:

(1) Reinstate, retroactive to July 1, 1978, supervisory stipends and related fringe benefits, yearly increments, career increments, and professional growth increments for members of the supervisory certificated employees unit, with interest at the rate of 7 percent.

(2) Within five workdays of the date of service of this decision, post at all school sites and all other work locations

where notices to supervisory employees customarily are placed, copies of the Notice attached as an appendix hereto. Such posting shall be maintained for a period of 30 consecutive workdays. Reasonable steps shall be taken to insure that these notices are not reduced in size, altered, defaced or covered by any other material.

(3) Notify the San Francisco Regional Director of the Public Employment Relations Board, in writing, at the end of 35 workdays from the date of service of this decision, of the action the District has taken to comply herewith.

By: Barbara D. Moore, Member

Harry Gluck, Chairman

APPENDIX

NOTICE TO CERTIFICATED SUPERVISORY EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. SF-CE-223, Department Chairperson Council of the San Francisco Community College District v. San Francisco Community College District, in which both parties had the right to participate, it has been found that the San Francisco Community College District violated section 3543.5(c) of the Educational Employment Relations Act (EERA) by refusing or failing to meet and negotiate in good faith with the Department Chairperson Council (Council) of the San Francisco Community College District by unilaterally depriving unit members of supervisory stipends, related fringe benefits and regular salary increments during the period following the passage of Proposition 13.

It has also been found that this same conduct violated section 3543.5(b) of the EERA since it interfered with the right of the Council to represent its members.

It has also been found that this same conduct interfered with negotiating unit members' right to be represented by their exclusive representative, thus constituting a violation of section 3543.5(a) of the EERA.

As a result of this conduct, we have been ordered to post this Notice, and we will abide by the following:

WE WILL CEASE AND DESIST FROM:

(1) Failing or refusing to meet and negotate in good faith with the exclusive representative by unilaterally depriving unit members of supervisory stipends, related fringe benefits and regular salary increments.

(2) Denying the exclusive representative its right to represent unit members by failing or refusing to meet and negotiate about matters within the scope of representation enumerated in (1) above.

(3) Interfering with employees because of the exercise of their right to select an exclusive representative to meet and negotiate with the employer on their behalf by unilaterally changing matters within the scope of representation enumerated in (1) above without meeting and negotiating with the exclusive representative.

WE WILL TAKE AFFIRMATIVE ACTION TO:

Reinstate, retroactive to July 1, 1978, supervisory stipends and related fringe benefits, yearly increments, career increments, and professional growth increments for members of the supervisory certificated employees unit, with interest at the rate of 7 percent.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

Dated: _____ By: _____
Authorized Agent of the District

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED BY ANY MATERIAL.

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

DEPARTMENT CHAIRPERSON COUNCIL OF SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, Charging Party, v. SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, Respondent.	UNFAIR PRACTICE Case No. SF-CE-223 PROPOSED DECISION 1/8/80

Appearances: Ronald A. Glick, representative for San Francisco Community College District; Austin White, representative for the Department Chairperson Council of the San Francisco Community College District.

Before Michael J. Tonsing, Hearing Officer.

BACKGROUND

On July 6, 1978, the Department Chairperson Council of San Francisco Community College District (hereafter Council) filed the instant charge against the San Francisco Community College District (hereafter District). A hearing was conducted before the undersigned hearing officer on December 6, 1978. No legal arguments were made on the record at that time, though opportunity to do so was made available. The hearing officer then, in the presence of the parties, read into the record the contents of California Administrative Code, title 8, part III, sections

32132(a) and 32132(b) dealing with extensions of time to file documents. The Council's brief was subsequently filed in a timely manner. The District's brief was not. It arrived nine days late. No representations were made to justify or excuse the late filing of the District's legal argument, therefore, it has not been considered as a part of the record in this case.[1] Without the District's brief, its legal argument on the record is confined to its answer to the original charge.

The essence of the charge is that the District committed unfair practices by actions resulting from an emergency resolution passed by the governing board of the District on June 20, 1978. The actions included the reduction of salaries and related fringe benefits and the refusal to grant regular step, career and professional growth salary increments. The District's answer will be considered in the course of this Proposed Decision.

ISSUES

1. Did the District's declaration of emergency in the face of financial uncertainty relieve it of its obligation under section 3543.5(c) to meet and negotiate in good faith

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1. See Sacramento City Unified School District (1/29/79) PERB Order No. Ad-55, where the PERB itself refused to consider a brief filed one day late, citing Anaheim Union High School District (7/17/78) PERB Order No. Ad-42 and California State Communications Association (1/2/79) PERB Order No. Ad-52.

with an exclusive representative regarding matters within the scope of representation?

2. Did the District's refusal to negotiate constitute an interference with the right of the exclusive representative to represent its members in violation of section 3543.5)b) and/or an interference with the right of negotiating unit members to be represented by their exclusive representative in violation of section 3543.5(a)?

FINDINGS OF FACT

The Council is the exclusive representative of a unit of certificated supervisors in the District, having been duly certified on April 11, 1978 following a unit determination hearing and subsequent election held on March 29, 1978 by the Public Employment Relations Board (hereafter PERB).[2]

Since 1969, the District has compensated certificated supervisors of departments with six or more instructors by placing them on the regular instructor salary schedule supplemented by both release time and a stipend (the latter equal to 60 hours' compensation in the case of those

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2. The PERB was formerly the Educational Employment Relations Board (EERB). The decision which resulted in the creation of the unit represented by the Council is EERB Decision HO-R-48 (12/22/77). Notice is taken of the representation files of the PERB in this matter.

supervising 6 to 11 instructors and an amount equal to 120 hours' compensation in the case of those supervising 12 or more instructors). Since 1975, retirement deductions have been withheld from both the instructor salaries and the supervisory stipends of department chairpersons.

As the newly-selected exclusive representative, the Council submitted its initial proposal for an agreement to the District on June 6, 1978. The proposal contained provisions relating to supervisory salaries, increments and the retention of past practices. Proposition 13 was passed by the voters in California that same day.[3] Also on that day, the District adopted a "revised tentative budget" for the fiscal year which was to begin three weeks hence.

Nine days later, on June 15, 1978, the District's chancellor told Council representatives he planned to request that the governing board of the District declare a state of emergency based on the financial uncertainty caused by Proposition 13. Council representatives immediately protested this proposed action, labeling it as unilateral and demanding

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3. Proposition 13, a tax relief measure which added Article XIIIA to the California Constitution, placed significant limitations on the taxing power of local and state governments and sharply reduced the amount of revenue that local entities could raise by taxing property. The constitutionality of this measure was upheld in Amador Valley Joint Union High School District v. State Board of Equalization (1978) 22 Cal.3d 208. See also Sonoma County Organization of Public Employees v. County of Sonoma (1979) 23 Cal.3d 296.

immediate around-the-clock negotiations. The District refused to negotiate and on June 20, 1978, its governing board enacted an emergency resolution.

As a result of this resolution, unit members were subsequently deprived of supervisory stipends and certain fringe benefits related to the rate of compensation (retirement deductions and unemployment insurance) as well as regular salary increments (step, career and professional) which previously had been routinely paid.

On July 6, 1978, the Council filed the charge in the instant case with PERB alleging that the District violated sections 3543.5(a), (b), and (c) of the Educational Employment Relations Act (hereafter EERA or the Act)[4]. The District answered the charge on July 24, 1978, denying it violated the Act and asserting a number of affirmative defenses, as follows:

> (1) Any and all actions of the Respondent in establishing certain conditions of employment for the fiscal year 1978-79 were enacted under a "Declaration of Emergency" declared by the Respondent Board, and, were specific in terms relating to completion of the "meet and negotiate" process between Charging Party

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4. All section references herein are to the Government Code unless otherwise noted.

The EERA is codified at Government Code section 3540 et seq. Section 3543.5 provides in pertinent part: It shall be unlawful for a public school employer to:
(Footnote cont'd.)

and Respondent. In taking such actions, Respondent made every effort to adhere to requirements of law and every effort to continue to exercise its good faith.

(2) Respondent and Charging Party have not complied with Article 8, Section 3547 and asserts that within the meaning of that Section was prohibited from "meeting and negotiating" on the alleged actions of this charge.

(3) The Public Employment Relations Board should allow the current negotiations process (Section 3547) to proceed without interjecting itself. Respondent and Charging Party will discuss all matters relative to these charges within the scope of bargaining.

(4) The alleged actions of which Charging Party complains were not adopted discriminatorily and were not violative of any "meet and negotiate" past practice between the parties nor of any agreement between the parties then in effect.

(5) Respondent possessed no legal duty to maintain the status quo under the facts and circumstances of this case.

(6) Respondent, in complying with California Constitution, Article XVI, Section 18, and Article IX, Section 5; Title V, California Administrative Code; Education Code, specifically Sections 72233, 35200, 87826, 87827, singly and together, excuse and justify any actions by Respondent alleged by Charging Party.

Footnote cont'd)

(a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.

(b) Deny to employee organizations rights guaranteed to them by this chapter.

(c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

(7) Restating and incorporating Affirmative Defense #6, above, any contractual voluntary obligations of Respondent, actual or implied, prior to June 6, 1978, was void and/or voidable as their purpose was frustrated by the unforeseeable event of passage of Proposition 13 by the general state electorate.

(8) Restating and incorporating Affirmative Defenses #6 and #7, any contractual obligations, actual or implied, entered into by Charging Party or any individual and Respondent was void and/or voidable under the principles of mutual mistake.

(9) Restating and incorporating Affirmative Defenses #6, #7 and #8, any contractual obligations, actual or implied, entered into by Respondent and Charging Party or any individual employee, prior to June 6, 1978, is void and/or voidable as prejudicial to the public interest.

(10) Respondent has, as a matter of fact and law, the right and power to declare and implement an emergency resolution, and, in taking such action no unfair labor practice was committed, and, if one or more were committed, such action is both justified and excused due to the emergency circumstances.

(11) The qualified unilateral action of Respondent in the "Declaration of Emergency," combined with the necessity of its action, provides no cause of action for a charge of unfair labor practice by Charging Party.

On July 29, 1978, the Council requested relief from aspects of the emergency resolution relating to the compensation of supervisors. That request was rejected by letter on August 10, 1978. Again, on August 14, 1978, the Council requested relief. That request was denied on August 30, 1978. On September 5, 1978, the District made

its initial response to the Council's June 6, 1978 proposal. Thereafter, at least six formal meetings were held, stretching over a period of four months, to establish procedures for negotiation. Then, on December 6, 1978, a hearing was held at the San Francisco Regional Office of the PERB.

CONCLUSIONS OF LAW

The PERB itself has issued two precedential decisions dealing with post-Proposition 13 refusal to bargain allegations. The first of these dealt with a community college district and its classified employees. California School Employees Association and its Chapter #33 v. San Mateo County Community College District (6/8/79) PERB Decision No. 94. There, the PERB found that the respondent district had violated Section 3543.5(c) of the EERA by unilaterally adopting resolutions and taking action with respect to a salary cutback and a step increment freeze. The PERB rejected the district's "necessity" defense (San Mateo, supra, at pp. 10-21) and its so-called "public interest" defense (supra, pp.25-26), and ordered the district, among other things, to retroactively reinstate step increment payments (the wage recission having already been restored by the respondent).

The second case is even more closely on point.

It involves the same respondent and the same general factual context as the instant case. In San Francisco Community College District Federation of Teachers, Local 2121, CFT/AFT, AFT-CIO v. San Francisco Community College District (10/12/79) PERB Decision No. 105, the charging party was the exclusive representative of nonsupervisory faculty members in the District. The District, the same respondent as in the present case, was charged with having violated sections 3543(a), (b) and (c) by unilaterally changing certain terms and conditions of employment under color of the same emergency resolution without meeting and negotiating with the exclusive representative. There, as here, no negotiated agreement was in effect at the time of the alleged violation. There, as here, no allegation was made by the District that the matters under consideration were outside the scope of negotiations and there, as here, the District advanced a number of defenses attempting to justify its unilateral action.

First, the District claimed in San Francisco, supra, and in the instant case that its legitimate economic concerns relieved it of its obligation to negotiate (San Francisco, supra, pp. 8-11 and paragraph 1 of the District's answer, ante, pp. 5-6) This argument was rejected by the PERB in the earlier case. (Supra, p. 9.) It is also rejected here.

Second, the District argued in both cases that it was precluded from negotiating because the public notice requirements of sections 3547(a) and (b) had not been met. (San Francisco, supra, pp. 11-12, and paragraph 2 of the District's answer, ante, p. 6) This argument was rejected by the PERB in the earlier case. It is also rejected here.

Third, the District offered the defenses that the California Constitution and the Education Code prevented compliance with the requirement to meet and negotiate. (San Francisco, supra, pp. 12-16 and paragraph 6 of the District's answer, ante, p. 7) This, too, was rejected by the PERB. It is also rejected here.

Fourth, the District asserted in both cases a number of contract law defenses, arguing frustration of purpose and unforeseeability (paragraph 7), mutual mistake (paragraph 8), and that a contract is void or voidable if it violates public policy (paragraph 9). Each such contract law defense was rejected by the PERB in San Francisco. (Supra, pp. 17-18. See especially fn. 16, at p. 18. See also San Mateo, supra, at pp. 25-26, regarding the so-called "public interest" defense.) Each is also rejected here.

Fifth, the District asserted by way of defense

that it was acting in good faith (answer, ante, pp. 5-6, paragraph 1). While San Francisco does not directly address this defense, San Mateo does. (Supra, at pp. 14-21.) And, San Mateo is cited with approval in San Francisco. On the basis of this PERB precedent, the assertion of good faith by the District in the present case is regarded as irrelevant and is rejected.

Sixth, the District claimed that its action was "qualified" (answer, ante, page 7, paragraph 10), yet another defense made and rejected in San Mateo. (Supra, at pp.17-18, fn. 9.) It is also rejected here.

The only defense not addressed by the PERB previously is found in paragraph four of the answer, where the District contends that its actions did not violate its past practice of paying employees only for work performed. Linked to this contention is the notion that the supervisory stipend in question had become a virtual gratuity because the work upon which it was originally calculated no longer was being performed. Therefore, the District apparently reasons, the District was no longer obliged to pay. (It is noted that the emergency resolution refers to what must be the stipends as "extra pay".)

Certain testimony indicated that this special stipend was originally granted to reward additional

responsibilities borne by department chairpersons. There was testimony that the responsibilities of chairpersons were subsequently altered, if not diminished. There was also considerable conflicting testimony regarding the basis for computing these stipends. The stipend may have evolved from a vaguely articulated compromise, on the one hand recognizing these supervisory employees perform additional tasks while also recognizing that work performed was not readily quantifiable on an hourly rate basis for pay purposes.

Regardless of their historical origins, the hearing officer concludes that the stipends, at least during the time in question, were awarded as a regular and expected part of the compensation of department chairpersons. It is also found significant, though not determinative, that the amount of the supervisor's stipend was based upon the size of the supervisor's department. Thus, the withdrawal of the stipend was subject to negotiation since it represented compensation for services rendered. NLRB v. Niles-Bement-Pond Co. (2d Cir. 1952) 199 F.2d 713, 714 [31 LRRM 2057]. It is found that the stipend was in the nature of compensation and not a gift, especially in view of the length of time (since 1969) that it had been in effect. Progress Bulletin Co. (9th Cir.

1971) 443 F.2d 1369 [77 LRRM 3081]. It follows that the fringe benefits tied to the stipend were also negotiable, as were the salary increments routinely granted in previous years, the District having made no argument that either subject was outside the scope of representation.

Thus, none of the defenses raised by the District is persuasive. It is concluded that the District violated section 3543.5(c) of the EERA by failing or refusing to meet and negotiate upon request by the Council over matters within the scope of representation.

The Council alleged in the charge that sections 3543.5(a) and (b) had been violated by the District as well, on the basis of the same facts. In San Francisco, supra, the PERB specifically overruled Placerville Union School District (9/18/78) PERB Decision No. 69, and found derivative violations in circumstances which closely parallel those of the present case. Relying on San Francisco, it is found that the District's conduct concurrently violated section 3543.5(b) by denying the Council its statutory right as an exclusive representative to represent unit members in their employment relations with the District. (Sec. 3543.1(a).) On the same basis, it is found that the District's failure to meet and negotiate with the Council interfered with employees

because of their exercise of representational rights in violation of section 3543.5(a).

REMEDY

Section 3541.3(i) and section 3541.5(c) give the PERB broad powers to remedy unfair practices. On the basis of these authorizations, the District will be ordered to cease and desist from refusing or failing to meet and negotiate upon request of the Council on matters within the scope of representation, in order to comply with section 3543.5(c). The District also violated sections 3543.5(a) and (b) by unilaterally withholding supervisory stipends and related fringe benefits and by refusing to grant regular step, career and professional growth salary increments. It is, therefore, appropriate to order the District to restore supervisory stipends and related fringe benefits and restore the regular step, career and professional growth increments of supervisory employees retroactive to July 1, 1978. Interest at the rate of 7 percent on the back pay owed to the employees is further appropriate. San Francisco Community College District, supra; Santa Monica, supra. It is also appropriate to order the District to cease and desist from further violations of the rights of affected employees and their exclusive representative. (San Francisco Community College District, supra; San Mateo County Community College District, supra;

Cal. Civ. Code sec. 3287; Cal. Const. art. XXII, sec. 22. See also Sanders v. City of Los Angeles (1970) 3 Cal.3d 252, 261-263.)

In this instance, it is also appropriate that a Notice be posted in the locations designated in the order. Such posting will effectuate the purposes and policies of the EERA by informing negotiating unit members of the results of the Council's charge and the District's conduct and will announce the District's readiness to comply with the ordered remedy. See CSEA Chapter 658 v. Placerville Union High School District (9/11/78) PERB Decision No. 69 [2 PERC 2185]. (Pennsylvania Greyhound Lines, Inc. (1935) 1 NLRB 1 [1 LRRM 303] enfd. (1938) 303 U.S. 261 [2 LRRM 600]; NLRB v. Express Publishing Co. (1941) 312 U.S. 426 [8 LRRM 415].)

ORDER

Upon the foregoing facts, conclusions of law and the entire record in this case, it is hereby ORDERED that the San Francisco Community College District and its representatives shall cease and desist from:

(1) Failing or refusing to meet and negotiate in good faith with the exclusive representative by taking unilateral action on matters within the scope of representation, as defined by section 3543.2.

(2) Denying the exclusive representative its right to represent unit members by failing or refusing to meet and negotiate about matters within the scope of representation.

(3) Interfering with employees because of the exercise of their right to select an exclusive representative to meet and negotiate with the employer on their behalf by unilaterally changing matters within the scope of representation without meeting and negotiating with the exclusive representative.

It is hereby ORDERED that the San Francisco Community College District and its representatives shall take the following affirmative actions which are necessary to effectuate the policies of the Educational Employment Relations Act:

(1) Reinstate, retroactive to July 1, 1978, supervisory stipends and related fringe benefits, yearly increments, career increments, and professional growth increments for members of the supervisory certificated employees unit, with interest at the rate of 7 percent.

(2) Within five days of the date this Proposed Decision becomes final, post at all school sites and all other work locations where notices to supervisory employees customarily are placed, copies of the Notice attached as an appendix hereto. Such posting shall be maintained for a period of 45 consecutive calendar days. Reasonable steps shall be taken to insure that these notices are not altered, defaced or covered by any other material.

(3) Notify the San Francisco Regional Director of the Public Employment Relations Board, in writing, within 50 calendar days from the date that this Proposed Decision becomes final, of what steps the District has taken to comply herewith.

Pursuant to California Administrative Code, title 8, part III, section 32305, this Proposed Decision and Order shall become final on January 28, 1980 unless a party files a timely statement of exceptions. See California Administrative Code, title 8, part III, section 32300. Such statement of exceptions and supporting brief must be actually received by the Executive Assistant to the Board at the Headquarters Office of the Public Employment Relations Board in Sacramento before the close of business (5:00 p.m.) on January 28, 1980, in order to be timely filed. See California Administrative Code, title 8, part III, section 32135. Any statement of exceptions and supporting brief must be served, concurrent with its filing, upon each party to this proceeding. Proof of service shall be filed with the Board itself. See California Administrative Code, title 8, sections 32300 and 32305, as amended.

DATED: January 8, 1980

MICHAEL J. TONSING
Hearing Officer

APPENDIX

NOTICE TO CERTIFICATED SUPERVISORY EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. SF-CE-223, Department Chairperson Council of San Francisco Community College District v. San Francisco Community College District, in which both parties had the right to participate, it has been found that the San Francisco Community College District violated section 3543.5(c) of the Educational Employment Relations Act (EERA) by refusing or failing to meet and negotiate in good faith with the Department Chairperson Council (DCC) of the San Francisco Community College District by taking unilateral action with respect to negotiable matters during the period following the passage of Proposition 13.

It has also been found that this same conduct violated section 3543.5(b) of the EERA since it interfered with the right of the DCC to represent its members.

It has also been found that this same conduct interfered with negotiating unit members' right to be represented by their exclusive representative, thus constituting a violation of section 3543.5(a) of the EERA.

As a result of this conduct, we have been ordered to post this Notice, and we will abide by the following:

CEASE AND DESIST FROM:

(1) Failing or refusing to meet and negotiate in good faith with the exclusive representative by taking unilateral action on matters within the scope of representation, as defined by section 3543.2.

(2) Denying the exclusive representative its right to represent unit members by failing or refusing to meet and negotiate about matters within the scope of representation.

(3) Interfering with employees because of the exercise of their right to select an exclusive representative to meet and negotiate with the employer on their behalf by unilaterally changing matters within the scope of representation without meeting and negotiating with the exclusive representative.

TAKE AFFIRMATIVE ACTION TO:

Reinstate, retroactive to July 1, 1978, supervisory stipends and related fringe benefits, yearly increments, career increments, and professional growth increments for members of the supervisory certificated employees unit, with interest at the rate of 7 percent.

DATED:

_____ SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: _____
CHANCELLOR

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR 45 CONSECUTIVE CALENDAR DAYS FROM THE DATE OF POSTING AND MUST NOT BE DEFACED, ALTERED OR COVERED BY ANY MATERIAL.