

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



RIO HONDO FACULTY ASSOCIATION, CTA/NEA,)	
)	
Charging Party,)	Case No. LA-CE-1157
)	
v.)	PERB Decision No. 279
)	
RIO HONDO COMMUNITY COLLEGE DISTRICT,)	December 31, 1982
)	
Respondent.)	
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Appearances; Charles R. Gustafson, Attorney (California Teachers Association) for Rio Hondo Faculty Association, CTA/NEA, Charging Party; Thomas A. Wagner, Attorney (Wagner, Sisneros & Wagner) for Rio Hondo Community College District.

Before Jaeger, Morgenstern and Jensen, Members.

DECISION

JAEGER, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the Rio Hondo Community College District (District) to a proposed decision finding that the District violated subsections 3543.5(b) and (c) of the Educational Employment Relations Act (EERA or Act) by unilaterally changing matters within the scope of representation without negotiating with the Rio Hondo Faculty Association, CTA/NEA (Association).¹ The District

¹EERA is codified at Government Code section 3540

excepts to the Administrative Law Judge's (ALJ) determination as to four of the five violations found.²

We affirm the ALJ's determination that the District made unlawful unilateral changes as to three of the four charges before us. We reverse the ALJ's determination that the District unlawfully assigned teaching duties to Cooperative Work Experience (CWE) instructor/coordinators (CWE instructors).

FACTS

1. Increase in Caseload of Cooperative Work Experience Instructor/Coordinators

The Cooperative Work Experience program attempts to match students with private sector employers in the community and provides career counseling for students seeking jobs. CWE instructors seek out and meet with employers and, in addition,

et seq. All references are to the Government Code unless otherwise indicated.

Section 3543.5 provides in relevant part:

It shall be unlawful for a public school employer to:

(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.

2since the District did not except to the finding that it unlawfully altered the compensation formula paid to instructors of physical sciences field studies courses, the validity of that determination is not before the Board, and it is therefore affirmed.

provide counseling to students looking for employment. There are two CWE instructors, Vince Glenn and Irene Portillo. In addition, there is a coordinator of the program, Tom Huffman.

The job description of the CWE instructor/coordinator position states that each instructor will:

Provide counseling, leadership, supervision and job-site coordination for approximately 125 Cooperative Work Experience students each semester during the academic year.

Don L. Jenkins, the college's vice president of academic affairs and an assistant superintendent, testified that it was the existing policy of the District that 125 students were the maximum number that a CWE instructor could be required to counsel each semester. However, because of the normal rate of attrition, a CWE instructor did not actively counsel 125 students. The District's intention, therefore, in raising the number of students initially assigned to each CWE instructor from 125 to 140, was to bring the number of students actually counseled closer to 125. He noted that at no time, either before or after the increase in the number of registered students, did the number of students actually counseled reach 125.

Mr. Jenkins consistently maintained that the 125 maximum workload figure referred to the number of students actually counseled, not the number of students registered in the CWE program.

Tom Huffman, who has been the director of the CWE program since 1979 and the supervisor of Glenn and Portillo, corroborated Jenkin's testimony. He stated that the increase in the number of registered CWE students did not increase or otherwise alter the workload of the CWE instructors. He admitted that prior to the spring of 1979 CWE instructors qualified for "overload pay" if the number of students registered exceeded 125 and that after the spring of 1980 overload pay could be acquired only if the number of students registered went over 140. He also noted, however, that a CWE instructor would qualify for overload pay at the beginning of the semester, prior to the time that any students were actually counseled.

The testimony of Jenkins and Huffman concerning District policy was directly contradicted by CWE instructor Vince Glenn. Glenn had been dean of students for 13 years prior to becoming a CWE instructor in the fall of 1979. He testified that the normal job responsibility of a CWE instructor was to attempt to contact those students registered with the program, and to give them counseling if they desired it. Prior to and including the fall semester of 1979, each CWE instructor was assigned 125 students to contact. In the spring of 1980, that number was increased to 140.3 Glenn repeatedly testified

³Even though the number of registered students was fixed at either 125 or 140, that number was adjusted pro rata when the CWE instructors taught classes. For example, in the spring

that it was part of his normal responsibilities to contact all students on the list and that he spent "many hours" on the phone attempting to reach them. Each semester a certain percentage of the students whom he contacted would show up for face-to-face counseling sessions. He analogized this system to the "drop" system existing in lecture courses, although he noted that, unlike instructors in lecture-type courses, he was required to contact all students who were originally registered with the program. Thus, according to Glenn, the increase in the number of students from 125 to 140 significantly increased his workload. Moreover, Glenn noted that prior to the spring of 1980 a CWE instructor qualified for overload pay for any students assigned to him or her over 125, but that after the change overload pay could only be earned for assignment of more than 140 students. In fact, Glenn testified that in the fall of 1979, he had successfully refused to "increase his workload" from 125 to 140 students, arguing that such an increase violated the District's policy as he understood it. Apparently, the District did not disagree with Glenn as, according to the testimony of Jenkins, it got other teachers outside the CWE department to handle Glenn's overload.

of 1980, Irene Portillo was assigned only 124 students but she taught 2 classes, thus lowering her caseload 13.34 percent from the 140 required. However, it should be noted that the District's requirement that CWE instructors teach classes starting in the spring semester of 1980 is the subject of another portion of the Association's charge. (See discussion, infra.)

Irene Portillo, the other CWE instructor, generally corroborated Glenn's testimony. Portillo had been a CWE instructor since the program was established in 1974. She testified that in 1974 each CWE instructor was assigned 110 students; the assignment increased to 125 students in 1975 when it was felt that the program was sufficiently "well on its way" to enable CWE instructors to carry their "full load." In the fall of 1979, Huffman, who had just become director of the program, informed the CWE staff that the following spring their caseload would be increased from 125 to 140 students. Thereafter, instructors would qualify for overload pay only when more than 140 students were initially assigned. Portillo testified that she protested this change on numerous occasions to Huffman, who refused to consider it.

2. Classroom Assignments for CWE Instructors

In the spring of 1980 Vince Glenn was assigned to teach a one-unit "Career Development" course and Irene Portillo was assigned to teach two one-unit classes. Again, in the fall of 1980 she taught two classes.

Irene Portillo testified that, with one exception, prior to the spring of 1980 only the director of the CWE program and teachers from other departments taught classes while the CWE instructors engaged primarily in their counseling and outreach duties. She did, however, testify that in 1975 she

"voluntarily" agreed to teach a class when the District was "short on money."

Tom Huffman testified that the reason the District assigned CWE instructors to teach classes in the spring of 1980, when they had not previously done so,⁴ was that there was no more money to hire teachers from outside the CWE department on an overload basis. Huffman also testified that the language in the CWE instructor job description requiring instructors to "perform such other duties as may be assigned" permitted the District to assign them teaching duties.⁵

⁴Huffman noted that Portillo had taught a class "at least once before" the spring of 1980, but did not contradict her testimony that she had done so "voluntarily."

⁵The CWE instructor job description reads as follows:

Job Description for
Full-time Instructor/Coordinator
Cooperative Work Experience (CWE)

Provide counseling, leadership, supervision and jobsite coordination for approximately 125 Cooperative Work Experience students each semester during the academic year.

Develop and implement follow-up studies and methods of evaluation of the CWE program.

Provide liaison between students, college and employer in developing and monitoring educational and occupational goals based on realistic and measurable objectives.

Actively solicit and coordinate both part- and full-time positions within the commercial

3. Change in Computation of Pay/Public Services Department

Alex Panteleoni, chairperson of the public services department, was the only witness who testified to this issue at the hearing. In addition, the Association introduced into evidence the "tub cards" (payroll records) of the instructors in the public services department.

The public services department contains the college's police science and fire science training programs. Panteleoni has been chairperson of the department for seven or eight years. Prior to that, he was coordinator of the police science program.

and industrial community related to the occupational goals of the program's students.

Maintain liaison and interface with community employer representatives.

Assist the Director of Cooperative Work Experience in the general development and execution of the program's policy and procedures. Provide guidance and support for part-time instructor/coordinators through in-service training, student assignment, and procedures coordination.

Maintain liaison with allied programs at other colleges and institutions and keep informed of all developments affecting CWE at Rio Hondo College.

Cooperate with other departments and programs on campus to integrate and facilitate CWE program.

Perform such other duties as may be assigned by the Director of Cooperative Work Experience.

Panteleoni testified that during the 1980-81 school year there were 11.5 full-time instructors in the public services department. In 1979-80 there were 12.5 instructors, and prior to that there had been as many as 16 full-time instructors.

It had been the past practice in the department for some instructors to teach courses during the summer. Until the summer session of 1980, an instructor who taught summer school was paid at the same monthly rate as he or she had received during the regular 10-month academic year. In the spring of 1980, the District informed these employees that henceforth they would all be paid a straight 10-month salary and that if they taught summer school they would be paid in some other manner — either hourly or on a "course overload" basis.

Panteleoni testified that the reason the District made this change was to allow "additional flexibility within the staff."

Panteleoni testified that of the 12.5 full-time 1979-80 employees, about 7 or 8 worked more than 10 months at a continuation of their regular rate of pay. Similarly, in the 1978-79 academic year, 8 or 9 employees worked during the summer at a continuation of their regular rate of pay. He further testified that some employees preferred to work during the summer at an hourly rate of pay because they did not want to be "bound by a contract." He did not identify to which employees he was referring.

The employee tub cards corroborate Panteleoni's testimony.

Cards for 12 employees were introduced as evidence. Three of those cards contain the records of part-time employees, Luis Gunsulas, Keith Plehn, and Donald Williams. One of the cards contains the records of Penteleoni, who continues to work an 11-1/2-month calendar and who is a supervisor.

Of the remaining nine employees, all had at one time or another taught summer school and all were paid their regular salary when they did so. This practice with several employees extended back as far as 10 years.

The evidence further indicates that all seven full-time employees, as well as the three part-time employees, were shifted to a 10-month salary basis in the summer of 1980. Of the five employees who taught summer school in the summer of 1980, all were paid either hourly or on an overload basis.

4. Change in Class Size/Business Department

The Association alleges that the District increased the maximum size of three classes in the business department. In support of this contention, it relied primarily on the testimony of Ralph Bristol, professor of accounting and a full-time employee of the District since 1966.

Bristol testified that in the period from spring 1977 to fall 1978 the maximum class size of Accounting 52 was 35 students. In Accounting 1A and 1B the maximum class size was 40 students. The following semester, in the spring of 1979, Bristol testified that the District raised the maximum

class size in each of these classes from 35 to 40 in Accounting 52 and from 40 to 45 in Accounting 1A and 1B. In the fall of 1980, the District raised the maximum class size once again, from 40 to 45 in Accounting 52, and from 45 to 50 in Accounting 1A and 1B. Bristol testified that he spoke to the department chairperson repeatedly in the spring and summer of 1979 about the increase from 35 to 40 in Accounting 52 and that she agreed that the maximum size of the class should be 35. Bristol testified that the department chairperson told him that the only reason she could see for increasing the maximum class size was to have a larger enrollment after normal attrition.

Bristol further testified that in the spring of 1979 five desks were added to the 35 that were already placed in the Accounting 52 classroom and that, since Accounting 52 required specialized desks with calculators attached, the "implication" was that the class size was henceforth to be 40 students.

He testified that, because his accounting classes were very popular and always filled to capacity, an increase in the number of desks increased class size.

In the spring of 1980, when the class size of Accounting 52 was raised to 45, Bristol was told that Ken Nolton, the dean of occupational education, was responsible for the increase.

Then, in the fall of 1980, the class size in Accounting 52 was decreased to 40 students. At that time, Bristol talked to

the chairperson of the business department, who told him that there was a "master list" in the central office which indicated that the maximum class size was 40, thus implying that the increase to 45 the previous spring had been a mistake.

In support of Bristol's testimony, the Association introduced registration documents for the relevant accounting courses for the fall semester of 1979 and the spring semester of 1980. These documents are cards for each course which show the number of students permitted to sign up. Each card shows a maximum class size. Thus "ticket number 292," which reflects the registration of one of the several Accounting 52 courses offered in the fall of 1979, shows that 50 students were permitted to sign up. However, all students over the number 35 were considered to be on the waiting list and could not be enrolled until one of the first 35 students who signed up dropped out of the class. These tickets corroborate Bristol's testimony that class size was increased in the spring of 1980.

Assistant Superintendent Don Jenkins disputed Bristol's testimony. While he conceded that the registration materials introduced by the Association indicated a change in the maximum class size of the three accounting courses, he stated that those documents did not reflect the District's "official" policy on class size. Rather, that policy was embodied in the "master course data" sheets. On cross-examination, Jenkins conceded that the class size indicated on the registration

tickets which Bristol relied on did reflect a "limit" on class size. Jenkins was unable to explain why the class size limitations set forth in those materials conflicted with those set forth in the master course data list. He insisted, however, that those materials did not reflect the official District policy concerning class size.

The master course data sheets indicate that the maximum class size of the three accounting classes was as follows:

Fall 1978	Accounting 52 - 40 students
	Accounting 1A - 45 students
	Accounting 1B - 45 students
Spring 1980	Accounting 52 - 40 students
	Accounting 1A - 45 students
	Accounting 1B - 45 students
Fall 1980	Accounting 52 - 40 students
	Accounting 1A - 45 students
	Accounting 1B - 45 students

Thus, according to the master course data sheets, the maximum class size remained stable throughout the period in dispute.

In addition, Phyllis Pearce, chairperson of the business department, testified that the maximum class size of Accounting 52 in the spring of 1980 was 40. She could not, however, account for the reason that the 45-person limit appeared on the registration tickets.

DISCUSSION

1. Increase In Caseload of Cooperative Work Experience Instructors

The ALJ found that the increase in the Cooperative Work Experience instructor caseload from 125 to 140 in the spring of 1980 constituted an unlawful unilateral change of existing policy. Pajaro Valley Unified School District (5/22/78) PERB Decision No. 51. The District argues that it made no unilateral change of existing policy and, therefore, did not violate subsection 3543.5(c).

The District does not deny that in the spring of 1980 it unilaterally increased the number of students assigned to CWE instructors from 125 to 140. However, the District argues that the job description of CWE instructors required them to counsel 125 students and that, by raising the number of students initially assigned to each instructor, it was only attempting to bring the number of students actually counseled closer to 125. The Association argues that the assignment of 125 students at the beginning of each semester constituted the total caseload for CWE instructors and that the increase in caseload was a modification of a long-established past practice. The job description, according to the Association, merely reiterates what had been the existing practice in the District.

The CWE instructor job description states that each instructor is to "provide counseling, leadership, supervision and job-site coordination for approximately 125 Cooperative Work Extension students each semester. . . ." On its face, the job description is susceptible to either the District's or the Association's interpretation. However, the record demonstrates that actual practice in the District was consistent with the Association's interpretation.

Thus, CWE instructors Vince Glenn and Irene Portillo testified that the consistent practice in the District since 1975 had been to assign each instructor 125 students to contact at the beginning of the semester, of which a certain portion would seek counseling services. The number of students who actually received counseling varied from semester to semester, but was always less than 125. Since each instructor was required to make initial contact with every student on the list, Glenn and Portillo testified that the increase in caseload from 125 to 140 had a substantial impact upon the amount of work they were required to perform. Moreover, the evidence indicates that CWE instructors qualified for overload pay at the beginning of each semester when they were assigned more than 125 students, thus undercutting the District's contention that the CWE instructor "caseload" meant the number of students actually counseled, not those initially assigned.

Other than the job description itself, the District offered no evidence to rebut the Association's contention that the assignment of 125 students constituted the total CWE caseload. Accordingly, we find that the increase from 125 to 140 students in the spring of 1980 constituted an unlawful unilateral change of existing policy in violation of subsection 3543.5(c) and, concurrently, subsection 3543.5(b). Pajaro Valley Unified School District, supra; Grant Joint Union High School District (2/26/82) PERB Decision No. 196; San Francisco Community College District (10/12/79) PERB Decision No. 105.

2. Classroom Assignments for CWE Instructors

The ALJ found that there had been a "regular and consistent past practice" in the District of not assigning CWE instructors classroom teaching responsibilities. By assigning them such duties in the spring of 1980, the District departed from this established practice, thereby violating subsection 3543.5(c) of the Act.

The District does not deny that it had not previously assigned CWE instructors classroom teaching responsibilities, but argues that the teaching of "career development" courses fell within the scope of their existing job duties and, therefore, did not constitute an unlawful change of policy. In support of its position, it points to language at the end of the CWE instructor job description requiring instructors to "perform such other duties as may be assigned" as well as the explicit use of the term "instructor" in the job title.

An unlawful unilateral change will be found where the charging party proves, by a preponderance of the evidence, that an employer unilaterally altered an established policy. Grant Joint Union High School District, supra, see also NLRB v. Katz (1962) 369 U.S. 736 [50 LRRM 2177]. The nature of existing policy is a question of fact to be determined from an examination of the record as a whole. It may be embodied in the terms of a collective agreement (Grant, supra). In the absence of such a contract provision, existing policy may be ascertained by examining past practice (Pajaro Valley, supra) or such other evidence as the job description before us in this case.

In reviewing the record, we are unable to sustain the ALJ's finding that the assignment of teaching duties to CWE instructors was, on the facts of this case, an unlawful departure from existing policy. Although it is unrefuted that CWE instructors had not previously been given teaching assignments, we find that the assignment of CWE instructors to teach courses in "career development" was reasonably comprehended within the scope of their existing job duties.

The CWE instructor job description is, on its face, silent as to possible teaching assignments, despite the fact that it specifies a number of other duties. While we do not accept the District's argument that catchall language in a job description or job title are themselves sufficient to overcome evidence of a contrary past practice, we find that, when the job

description is viewed in light of the nature of the CWE program and the type of courses CWE instructors were assigned to teach, the District's conduct was permissible.

The record establishes that CWE instructors had traditionally been assigned a wide variety of duties and a great deal of control over the day-to-day operation of the CWE program. CWE instructors not only provided individualized counseling services to students but were required to seek out and meet with potential employers in the community, attempt to match up those employers with students seeking employment, coordinate the CWE program with other college services, and perform a number of administrative duties. In addition, they were also required to supervise part-time instructors. Thus, it is clear that CWE instructors were more than simply job "counselors" but, as their job title indicates, "coordinators" of the college's employment services program. Moreover, the evidence indicates that the courses in "Career Development" which Glenn and Portillo were assigned to teach had long been a regular part of the CWE program. Their subject matter was intimately related to the CWE program's employment counseling and community outreach functions. Portillo conceded that she and Glenn were the most qualified persons to teach career development courses, since the subject matter of the courses was closely related to their other duties and was well within their area of expertise. Therefore, it may be fairly

ascertained from the record that the assignment of teaching duties to CWE instructors was closely enough related to their existing duties as not to be an unlawful policy change.

3. Change in Computation of Pay/Public Services Department

The ALJ found that there was an established past practice in the District of compensating public services department instructors for teaching summer school by continuing to pay them their regular salary rather than paying them a separate summer school rate. The District does not deny that instructors who taught summer school in the summer of 1980 were not paid in the same manner as in prior years, but argues that public services department instructors had worked various lengths of time in previous years and that the District was, therefore, privileged to change their "calendar."

The District mischaracterizes the nature of the Association's charge. Rather than alleging that it altered employee calendar or work assignments, the Association alleged that the District altered the method of compensating public services department instructors for teaching summer school courses.

The documentary evidence clearly supports the hearing officer's finding that, in prior years, full-time employees who taught summer school were paid by continuing their full-time salary during the summer. Such was the consistent practice dating back 10 years for some employees. In the summer of 1980

this practice was altered and all employees were paid on a 10-month basis, with hourly or overload payment for summer school courses taught.

Since the District failed to rebut this evidence, the ALJ's finding of a violation of subsections 3543.5(c) and (b) is affirmed. Pajaro Valley Unified School District, supra; Grant Joint Union High School District, supra; San Francisco, supra.

4. Change In Class Size/Business Department

The ALJ found that the maximum class size of specified courses in the business department was unlawfully increased by the District. Although he acknowledged that the "master course data sheets" introduced by the District showed no change in class size, he found that those documents were inconsistent with the actual experience of classroom instructors and the District's class enrollment procedure.

The District raises two arguments in its exceptions: first, that, irrespective of other evidence, the master course data sheets reflect the "official" District policy on class size; and second, that there was no evidence that class size ever actually increased. We find that the evidence establishes that the District unilaterally changed its established policy with respect to class size of specified courses in the business department.

Ralph Bristol, professor of accounting, testified that in

the spring of 1980 the District raised the maximum number of students in Accounting 52, 1A and 1B courses. Although he saw no official District memoranda reflecting this change, he was aware of the change by observation of the number of students in his classes. Thus, for example, in his Accounting 52 classes, five additional specialized desks were added in the spring of 1980 which, because of their size, caused increased crowding in the classroom. When he complained to the chairperson of the business department about the change, it was acknowledged that class size had been increased and he was told that it had been done to keep class size higher after students "dropped." However, Bristol testified that his classes had, for several years, been filled to maximum capacity, so that this change actually increased class size beyond the prior maximum limit in the three courses.

Bristol's testimony was corroborated by course registration documents introduced by the Association. These documents reflect the actual number of students who enrolled in the three accounting courses in the fall of 1979 and the spring of 1980 and show that the maximum number of students permitted to enroll increased in each class.

The District was unable to account for the discrepancy between the master course data sheets on the one hand, and its own registration materials and Bristol's testimony on the other. The ALJ resolved this conflict in favor of the

Association, finding that that evidence, which reflected the actual daily practice followed in the District rather than its theoretical "official" policy, was the standard by which past practice would be ascertained. We agree. Whether or not the master course data sheets reflected "official" District policy is irrelevant, so long as the established policy with regard to class size was, in actual practice, unilaterally altered by the District. Since we find that the evidence establishes an alteration of existing policy, the finding of a violation of subsections 3543.5(c) and (b) is affirmed. Pajaro Valley Unified School District, supra; Grant Joint Union High School District, supra; San Francisco, supra.

ORDER

Upon the foregoing findings of fact and conclusions of law and the entire record in this case and pursuant to Government Code subsection 3541.5(c), it is hereby ORDERED that the Rio Hondo Community College District, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

1. Failing and 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 in section 3543.2, and specifically with respect to:

(a) Increasing the number of registered students for Cooperative Work Experience instructor/coordinators from 125 to 140.

(b) Altering contract terms for instructors in the public services department.

(c) Increasing maximum class size of specified courses in the business department.

(d) Altering the formula for compensating physical sciences field studies instructors.

2. Denying the Rio Hondo Faculty Association its right to represent unit members by failing and refusing to meet and negotiate about matters within the scope of representation.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE PURPOSES OF THE EDUCATIONAL EMPLOYMENT RELATIONS ACT:

1. Rescind the requirement that Cooperative Work Experience instructor/coordinators maintain a caseload in excess of 125 registered students. Pay to Vince Glenn and Irene Portillo overload compensation for all registered students in excess of 125 from the spring semester 1980 to the present. If an instructor has had a classroom assignment in addition to his/her caseload, he/she shall qualify for overload pay with a proportionally reduced caseload, consistent with existing policy. Such payment shall include 7 percent per annum interest.

2. Rescind the requirement that public services department instructors' salaries be on a 10-month contract with payment for the summer classes to be made on the summer school scale. Pay all public services department instructors

compensation for summer school employment from 1980 to the present on the basis of such instructors having had a regular year contract for all courses taught rather than a separate summer school compensation rate for summer school courses. Such payment shall include 7 percent per annum interest.

3. Rescind the policy which increased the maximum number of students permitted to register during the registration period in the Introduction to Accounting and Principles of Accounting A & B courses. The maximum shall be returned to the level maintained prior to spring 1979. Pay to all District instructors of Introduction to Accounting and Principles of Accounting A & B courses, from the spring semester 1979 to the present, overload pay for all students registered in excess of the maximum class size prior to such spring semester 1979. Such payment shall include 7 percent per annum interest.

4. Rescind the policy which altered the formula for compensating physical sciences field studies instructors, and pay to affected employees the difference between the former rate of pay and the existing rate of pay for any losses due to the District's unlawful conduct. Such payment shall include 7 percent per annum interest.

Within five (5) workdays after the date of service of this final decision in this matter, post at all work locations where notices to employees customarily are posted, copies of the

Notice attached as an Appendix hereto signed by an authorized agent of the employer. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to ensure that the copies are not altered, reduced in size, defaced or covered with any other material.

Within twenty (20) consecutive workdays from the service of this decision, notify the Los Angeles regional director of the Public Employment Relations Board in writing of the steps the employer has taken to comply with the terms of this Order. Continue to report in writing to the regional director periodically thereafter as directed. All reports to the regional director shall be served concurrently on the charging party herein.

C. All other charges are hereby DISMISSED.

Member Morgenstern joined in this Decision.

Member Jensen's concurrence and dissent begins on page 26.

Member JENSEN concurring and dissenting:

I concur with the majority opinion, except as to the finding that the employer's action to increase the caseload of cooperative work experience instructors constituted an unlawful unilateral change of existing policy in violation of subsection 3543.5(c) and, concurrently, subsection 3543.5(b). I would dismiss this charge, even though there was a change in the past practice. The job description clearly states "provides counseling, leadership, supervision and job site coordination for approximately 125 Cooperative Work Experience students" The change in past practice (i.e., the registration of 140 rather than 125 students) did not, according to the facts, cause the CWE instructor/coordinator to exceed the 125-student figure as specified, in that the actual number of students who received the specified services appears to have remained within the limits of the job description. It may be true that there was a unilateral change in the method utilized for the qualification of overload pay, but I fail to see a charge as to that possible violation.

APPENDIX

NOTICE TO 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. LA-CE-1157 Rio Hondo Faculty Association, CTA/NEA v. Rio Hondo Community College District, it has been found that the Rio Hondo Community College District violated the Educational Employment Relations Act. As a result of this conduct, we have been ordered to post this Notice, and we will:

A. CEASE AND DESIST FROM:

1. Failing to negotiate in good faith with the Association by:

(a) Increasing the number of registered students for Cooperative Work Experience instructor/coordinators from 125 to 140.

(b) Altering the contract terms of instructors in the public services department.

(c) Increasing the maximum class size of courses in the business department.

(d) Altering the formula for compensating physical sciences field studies instructors.

2. Denying the Rio Hondo Faculty Association, CTA/NEA its right to represent unit members by failing to negotiate in good faith with the Association.

B. TAKE THE FOLLOWING ACTIONS:

1. Rescind the requirement that Cooperative Work Experience instructor/coordinators maintain a caseload in excess of 125 registered students.

2. Pay to Vince Glenn and Irene Portillo overload compensation for all registered students in excess of 125 from the spring semester 1980 to the present. If an instructor had a classroom assignment in addition to his/her caseload, he/she shall qualify for overload pay with a proportionally reduced caseload, consistent with existing policy. Such payment shall include 7 percent per annum interest.

3. Rescind the requirement that public services department instructors' salaries be on a 10-month contract with payment for the summer classes to be made on the summer school scale.

4. Pay to all public service department instructors compensation for summer school employment from 1980 to the present on the basis of such instructors having had a regular year contract for all courses taught rather than a separate summer school compensation rate for summer school courses. Such payment shall include 7 percent per annum interest.

5. Rescind the policy which raised the maximum number of students permitted to register during the registration period in the Introduction to Accounting and Principles of Accounting A & B courses. The maximum shall be returned to the level maintained prior to spring 1979.

6. Pay to all District instructors of Introduction to Accounting and Principles of Accounting A & B courses, from the spring semester 1979 to the present, overload pay for all students registered in excess of the maximum class size prior to spring semester 1979. Such payment shall include 7 percent per annum interest.

7. Rescind the policy which altered the formula for compensating physical sciences field studies instructors.

8. Pay to all affected physical sciences field studies instructors the difference between the former rate of pay and the existing rate of pay. Such payment shall include 7 percent per annum interest.

Dated: _____

RIO HONDO COMMUNITY COLLEGE DISTRICT

By _____
Authorized Agent

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