STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

KLAMATH-TRINITY TEACHERS ASSOCIATION, CTA/NEA,	)	
Charging Party,	)	Case No. SF-CE-1473
v.	)	PERB Decision No. 1003
KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT,	)	June 24, 1993
Respondent.	)	

Appearances: California Teachers Association by Ramon E. Romero, Attorney, for Klamath-Trinity Teachers Association, CTA/NEA; Kronick, Moskovitz, Tiedemann & Girard by John L. Bukey, Attorney, for Klamath-Trinity Joint Unified School District.

Before Blair, Chair; Hesse and Carlyle, Members.

DECISION

CARLYLE, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the Klamath-Trinity Joint Unified School District (District) to the proposed decision (attached hereto), of a PERB administrative law judge (ALJ). In the proposed decision, the ALJ found that the District violated section 3543.5(a), (b) and (c) of the Educational Employment Relations Act (EERA)[1] when it refused to

[1]EERA is codified at Government Code section 3540 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code. Section 3543.5 states, in pertinent part:

> It shall be unlawful for a public school employer to do any of the following:
>
> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise

provide funding for educational supplies to teachers as provided for in the parties collective bargaining agreement (CBA).

The Board has carefully reviewed the entire record, including the proposed decision, transcript, exceptions and response, and finding the ALJ's findings of fact and conclusions of law free from prejudicial error, adopt them as the decision of the Board itself.

DISCUSSION

On appeal, the District argues that the ALJ erred in interpreting the parties' CBA. It is the District's position that PERB is without authority to interpret contractual agreements and that these matters may only be handled by a court or an arbitrator.

The Board finds the District's argument without merit. In Grant Joint Union High School District (1982) PERB Decision No. 196, the Board, after reviewing section 3541.5(b) of EERA, determined that it has the authority to resolve an unfair practice charge even if it must interpret the terms of the CBA to do so. In this case, the ALJ reviewed the CBA and determined that the District is liable to pay $75.00 per month per student

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> to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter. For purposes of this subdivision, "employee" includes an applicant for employment or reemployment.
>
> (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.

for educational supplies under the CBA when the ratio of teachers to students is exceeded, no matter how short or long the duration of the time period. The Board supports the ALJ's interpretation of the CBA and will not disturb his determination.

ORDER

Based upon the foregoing findings of fact and conclusions of law, and the entire record in this case, it has been found that the Klamath-Trinity Joint Unified School District (District) violated the Educational Employment Relations Act (EERA or Act), Government Code section 3543.5(a), (b) and (c).

Pursuant to EERA section 3541.5(c), it is hereby ORDERED that the District, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

1. Unilaterally modifying section 711 of the collective bargaining agreement regarding the payment of $75.00 per month per student over the specified ratios;

2. Denying the Klamath-Trinity Teachers Association, CTA/NEA rights guaranteed to it by the Act; and

3. Denying its employees the right to be represented by their chosen representative.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE ACT.

1. Make the involved teachers whole, to the extent that is consistent with this decision, with regard to supplying the materials requested in their Outside Supply Requisitions.

2. Within thirty-five (35) days following the date this Decision is no longer subject to reconsideration, post at all work locations where notices to employees customarily are placed, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the District, indicating that the District will comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced or covered with any other material.

3. Make written notification of the actions taken to comply with this Order to the San Francisco Regional Director of the Public Employment Relations Board in accord with the director's instructions.

Chair Blair and Member Hesse joined in this Decision.

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. SF-CE-1473, Klamath-Trinity Teachers Association, CTA/NEA v. Klamath-Trinity Joint Unified School District, in which all parties had the right to participate, it has been found that the Klamath-Trinity Joint Unified School District (District) violated the Educational Employment Relations Act (EERA or Act), Government Code section 3543.5(a), (b) and (c).

As a result of this conduct, we have been ordered to post this notice and we will:

A. CEASE AND DESIST FROM:

1. Unilaterally modifying section 711 of the collective bargaining agreement regarding the payment of $75.00 per month per student over the specified ratios;

2. Denying the Klamath-Trinity Teachers Association, CTA/NEA rights guaranteed to it by the Act; and

3. Denying its employees the right to be represented by their chosen representative.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE ACT.

1. Make the involved teachers whole, to the extent that is consistent with this decision, with regard to supplying the materials requested in their Outside Supply Requisitions.

Dated: _____

KLAMATH-TRINITY JOINT UNIFIED SCHOOL 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.

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

KLAMATH-TRINITY TEACHERS ASSOCIATION, CTA/NEA,	)	
Charging Party,	)	Unfair Practice Case No. SF-CE-1473
v.	)	PROPOSED DECISION (5/8/92)
KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT,	)	
Respondent.	)	

Appearances: California Teachers Association, by Ramon E. Romero, Attorney, for the Klamath-Trinity Teachers Association, CTA/NEA; Kronick, Moskovitz, Tiedemann & Girard, by John L. Bukey, Attorney, for the Klamath-Trinity Joint Unified School District.

Before Allen R. Link, Administrative Law Judge.

PROCEDURAL HISTORY

On April 9, 1991, the Klamath-Trinity Teachers Association, CTA/NEA (KTTA, Charging Party or Association), filed an unfair practice charge with the Public Employment Relations Board (Board or PERB) against the Klamath-Trinity Joint Unified School District (Respondent or District). The charge alleged violations of subdivisions (a), (b), (c) and (e) of section 3543.5 of the Educational Employment Relations Act (EERA or Act).[1]

[1]The EERA is codified at Government Code section 3540 et seq. All section references, unless otherwise noted, are to the Government Code. Subdivisions (a), (b), (c) and (e) of section 3543.5 state, in pertinent part:

> It shall be unlawful for a public school employer to do any of the following:
>
> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise

On June 24, 1991, the Charging Party filed an amended charge with the PERB alleging violations of the same subdivisions. On July 24, 1991, the Office of the General Counsel of PERB, after an investigation of the charge, issued a complaint alleging violations of only subdivisions (a), (b) and (c).[2] On August 12, 1991, the Respondent answered the complaint denying all material allegations and raising affirmative defenses.

An informal conference was held on October 10, 1991, to explore voluntary settlement possibilities. No settlement was reached.

A formal hearing was held by the undersigned on November 19, 1991. Each side filed post-hearing briefs. The last brief was

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> to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter. For purposes of this subdivision, "employee" includes an applicant for employment or reemployment.
>
> (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.
>
> . . . . . .
>
> (e) Refuse to participate in good faith in the impasse procedure set forth in Article 9 (commencing with Section 3548).

[2]The complaint inadvertently, in paragraph 12, charged the District with a violation of subdivision (e). However, the text of the violation made it very clear that the reference to (e) was a typographical error. There were no allegations, nor any evidence proferred, regarding any refusal to participate in the impasse procedure.

filed on March 2, 1992, and at that time, the case was submitted for a proposed decision.

INTRODUCTION

The parties had a collective bargaining agreement (CBA) section that required the District to maintain specified teacher/student ratios. If such ratios were not maintained, the District was obligated to provide $75 in educational supplies per overage pupil per month. A dispute arose as to whether (1) the District was entitled to a forty-five day grace period, and (2) the addition of a substitute/temporary certified teacher to the kindergarten staff impacted the ratio requirements.

JURISDICTION

The parties stipulated, and it is therefore found, that the Charging Party is an exclusive representative and an employee organization and the Respondent is a public school employer within the meaning of the Act.

MOTION OF PARTIAL WITHDRAWAL

Charging Party's attorney, at the onset of the formal hearing, moved for dismissal of that part of the charge and complaint that related to an alleged unilateral change in the amount employees would pay in co-payments for prescription drugs. He was referring specifically to paragraphs four through nine of the complaint. The Respondent had no objection, the motion was granted and paragraphs four through nine of the complaint were, and are hereby DISMISSED.

FINDINGS OF FACT

The parties 1987-90 CBA contains the following provision concerning class size:

> Article 700
>
> 701 Class size
>
> 710 The student teacher ratios for 1987-90 will be 1:28 at the elementary level and 1:25 at the high school with physical education, chorus and band classes exempt and capped at 35.
>
> 711 Should any class exceed the appropriate ratio to student per one classroom teacher, the employer, at the request of the teacher, and/or the Association, shall meet with the teacher and the Association to discuss the reasons and attempt to bring the class to the ratio. For the purposes of this article, class counts shall be from the beginning of the semester until October 15, and from the beginning of the second semester until February 15. Teachers who wish to utilize this procedure must do so between the dates for the semester to which they apply. After the above stated dates, the procedures are not applicable unless the district agrees to hear the teacher. Should the Employer be unable to maintain the ratios as set forth above for some unforeseen reason, the Employer shall pay the teacher $75.00 per month per pupil for those exceeding the class size. The money shall be used for educational supplies, equipment, training, or services.

Attempts to deal with student-teacher classroom ratio have been incorporated into previous CBAs, but the 1987-90 agreement was the first to include the $75 per student per month clause. The KTTA originally proposed that the $75 go directly to the involved teacher, but the District wanted the benefit of the money to go to the students. The parties eventually agreed that

the money would go to purchase educational supplies. According to KTTA President Larry Staton (Staton), who was a member of the bargaining team in those negotiations, the rationale behind the agreement was as follows:

> . . . we knew that there were going to be times when the District -- when it was not educationally sound to create unbalanced combinations,[3] and that there would be times that we would have to ask teachers to take 29 or 30 or 31 students just to maintain a good program and without any disruption to the classroom or the teacher or the parents, and that the $75 in that situation would be a better way to handle it. And that was our intent.

Kindergarten Student Classroom Overages

In the first month of the 1990-91 school year, the classes of both kindergarten teachers at Hoopa Elementary School exceeded the 1:28 ratio. Jerry Nobles (Nobles) began the year with 26-27 students, but class enrollment went up to 32 in September and continued at that level for approximately 3-4 months. By early 1991, his class size had dropped to approximately 28-29. Jean Thomas' (Thomas) class contained 32 students until January 1991, decreasing to 31 students until April or May, when it dropped to 30 for the remainder of the school year.

Shortly after the beginning of the school year, Nobles and Thomas met, on several occasions with Principal Todd Clark (Clark) to discuss possible solutions. Clark told the teachers that the situation was not something he could remedy himself and

[3]Staton defined "unbalanced combinations" as any class that had two grades in one classroom and one of those grades constituted 30 percent or less of the total number of students.

suggested that they see Superintendent Ted Toreson (Toreson). Clark had previously discussed the matter with Toreson.

Toreson told the teachers that he would look into obtaining an additional teacher and a portable classroom. He subsequently learned that a speedy acquisition of a classroom was not possible. However, on September 27, 1990, he hired Joan Quant (J. Quant) to work in the kindergarten classrooms with Nobles and Thomas. She was initially classified as a short-term temporary teacher and paid at the substitute teacher rate even though she was not substituting for anyone. As a short-term temporary/substitute teacher she was not a part of the KTTA bargaining unit, although she was fully credentialed. She was eventually reclassified or hired as a probationary teacher and was placed on the CBA certificated salary schedule when school resumed after the Christmas holidays.

Decisions on how to use J. Quant in the classroom were left to Nobles and Thomas. She did not have her own classroom during the fall months, but used a small anteroom that connected the two existing kindergarten classrooms. Nobles, Thomas and J. Quant had several twenty to thirty minute meetings before and after school each week to determine how best to divide their joint responsibilities. J. Quant worked with some "at risk" students in her anteroom, but also worked in both classrooms with the general population as well. She spent roughly one-third of her time in Nobles' classroom, one-third in Thomas' classroom and

one-third in the anteroom where she established a rotational "pull out" program.

After January 1991, J. Quant was able to use a portable room the District leased from the Hoopa Indian tribe. It was on property abutting the elementary school campus. The District had remodeled it over the Christmas holidays. Although she now had her own classroom, she never had her own separate group of students. All the students she dealt with were on the class lists of either Nobles or Thomas. Clark stated that it would have been possible for the District to separate the kindergarten children into three separate groups once the portable became operational, but that he declined to do so for educational reasons.

Nobles and Thomas individually retained primary and ultimate responsibility for all of the traditional teacher duties, such as parent conferences, discipline, grading and report cards for all of the kindergarten students for the entire 1990-91 school year. These responsibilities were not discharged in a partnership manner with J. Quant.

On November 13, 1990, Nobles submitted two Outside Supply Requisitions (OSRs) to Clark for funds under section 711 of the CBA. Prior to this submission, he discussed the matter with Clark when he obtained the blank OSR forms from him. He based his request on the student overage for September and October of 1990. He was attempting to obtain additional supplies to assist

him in teaching the students in his overpopulated classroom. The OSRs totaled approximately $475.[4]

Subsequent to the submission of his OSRs, Nobles had several discussions with Clark with regard to when the OSR materials would be forthcoming. He was told each time that the District office was processing the matter. The supplies were never provided.

Fourth Grade Student Classroom Overages

In the first month of the 1990-91 school year, the two fourth grade classes at Hoopa Elementary School exceeded the 1:28 CBA ratio. Belva Hanger's (Hanger) class had 29 students and Ina Kay Melvin's (Melvin) class size rose to 29 sometime in late September or early October. Hanger spoke to Clark about the matter and he told her that the District would be creating a "combination" class of fourth and fifth grade students. At the end of September 1990, three fourth grade students were transferred from Hanger to Bill Quant's (B. Quant) fifth grade class. At the same time, three students were transferred from Melvin's class to B. Quant's class.

Both Melvin and Hanger submitted OSRs requesting supplies based on student overages in September prior to the transfer. Neither of them received any supplies based on such OSRs.

[4]Thomas did not submit any OSRs for her classroom student overages.

KTTA Requests for Class Lists

On October 15, 1990, KTTA President Larry Staton wrote a letter to various District school principals requesting class lists in order to determine whether the District was in compliance with CBA section 710. He was unable to obtain the requested high school class lists and eventually filed an unfair practice charge with PERB on December 11, 1991. The case, SF-CE-1443, was withdrawn on March 12, 1991, when the District agreed to provide the requested class lists.

ISSUE

When the District failed to provide the supplies requested in the subject Outside Supply Requisition forms did it unilaterally modify the collective bargaining agreement, and therefore violate section 3543.5?

CONCLUSIONS OF LAW

A unilateral change in terms and conditions of employment within the scope of representation is a per se refusal to negotiate. (NLRB v. Katz (1962) 369 U.S. 736 [50 LRRM 2177].) PERB has long recognized this principle. (San Mateo Community College District (1979) PERB Decision No. 94.)

Under section 3543.5(c) an employer is obligated to meet and negotiate in good faith with a recognized employee organization about matters within the scope of representation.

To show that a unilateral change has occurred, the charging party must first establish the "status quo." This may be done by reference to: (1) the parties' CBA; or (2) a showing of the

employer's: (a) pattern of activity, or (b) past practice with regard to the negotiable subject at issue. The charging party must then show that the employer has, without first providing an opportunity to negotiate, deviated from that CBA provision, pattern of activity or past practice.

Section 3543.2 sets forth the Act's scope of representation. It is, in pertinent part, as follows:

> (a) The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean . . . class size, . . .

Generalized Effect or Continuing Impact

Respondent contends that this case concerns no more than two differences of opinion as to the proper interpretation of CBA Article 700. It contends that Grant Joint Union High School District (1982) PERB Decision No. 196 holds that employer's actions that amount to no more than contractual breaches are not violations of the Act.

However, that decision also held that even a contractual breach is actionable if it has a "generalized effect or continuing impact" upon the terms and conditions of employment of bargaining unit members. In this case we have a decision by the District that certain time lines and actions properly deprive specified teachers from obtaining additional educational supplies. That District decision affected at least four teachers during the 1990-91 school year and has the potential to affect more in the ensuing years. There is no doubt that the subject

decision has a generalized effect and a continuing impact on the terms and conditions of employment of bargaining unit members.

Does CBA Section 711 Provide the District a Grace Period?

The Respondent insists that the CBA provides the District a grace period until October 15 and February 15 to make classroom size adjustments and that prior to such dates it is not liable for the $75 per student per month additional expense.

The language relied on by the Respondent is found in CBA section 711, and is, in pertinent part, as follows:

> . , . For the purposes of this article, class counts shall be from the beginning of the semester until October 15, and from the beginning of the second semester until February 15. Teachers who wish to utilize this procedure must do so between the dates for the semester to which they apply. After the above stated dates, the procedures are not applicable unless the district agrees to hear the teacher. Should the employer be unable to maintain the ratios as set forth above for some unforeseen reason, the Employer shall pay . . .

It contends that the scheme set forth by this language is characterized by (1) teacher notification by October 15 or February 15, (2) District adjustment by the same date, and (3) payment if unable to maintain the ratio after the two deadlines. Therefore, it concludes, the District's "penalty" does not become operative until it has had the forty-five days to adjust the classroom overage problem.

The Charging Party, on the other hand, insists that the September 15 and February 15 dates were put into the CBA to set up a deadline or cut off date, after which the District would not

create combination classes because, by that time in the semester, " . . . students would be attached to their teacher, . . . [and] their classmates. . ." It is KTTA's contention that it proposed this $75 per pupil per month language in order to provide an alternative to the District to the use of "unbalanced" combination classes, i.e., classes whose population had more than a 70-30 split (see fn. 3, p. 5), situations KTTA believes are educationally unwise. Therefore, it argues, these cut off dates should not be interpreted as creating a grace period.

As an additional argument, it cites the District's agreement that a primary purpose for the supplemental educational supplies is to enable an overloaded teacher to cope with those extra students. The need for these supplies during the first six weeks is no less than during the rest of the semester, and in many ways greater, due to lack of established structure and routine. It objects to any interpretation that suggests it agreed in negotiations to a waiver of these additional supplies during these crucial first few weeks.

A reading of CBA section 711 leads to a conclusion that once a classroom population is over the prescribed ratio, the burden is on the teacher and/or KTTA to bring it to the attention of the District. However, the issue must be raised before October 15 or February 15 or the teacher and KTTA lose the right to the $75 in supplies. There is nothing in this process that suggests that the District is not liable for these additional monies from the first day of the overage. Therefore, it is concluded that the

District is liable for the supplies requested by specified teachers from the beginning of the overages to such time as the overages were cured.

Unbalanced Combination Classes

In late September 1990, the District transferred six students from two fourth grade classes to Bill Quant's fifth grade class. It did this to solve a classroom overage problem in the two fourth grade classes. There was considerable testimony by some KTTA witnesses suggesting that the creation of this unbalanced combination class was in violation of the spirit of CBA section 711. However, these same witnesses admitted that KTTA was unable to achieve CBA language that would place legal restrictions on this type of District action. In the absence of definitive CBA language there is no doubt that there is no restriction on the District creating unbalanced combination classes as a solution to the classroom overage problem.

Kindergarten Classroom Overage

There is no question that Nobles and Thomas had the ultimate responsibility for all of the kindergarten children. If only these two teachers are considered, there is no question that the District was over the ratio and the $75 payments should be made. However, CBA section 711 discusses the consequences if any class exceeds "the appropriate ratio to student per one classroom teacher." Reading that language, in light of the testimony of witnesses for both sides, it is clear that the parties were attempting to place a limit on the workload of the individual

teachers. CBA section 711 was designed to limit the number of student/teacher contacts, and therefore workload, by either (1) moving students out of the classroom or (2) providing additional educational supplies so as to permit the teacher to educate a greater number of students without increasing his/her expended effort.

The addition of Joan Quant to the kindergarten classrooms effected the desired result. It lowered the number of student/teacher contacts, and it did so within the parameters of the CBA. The CBA spoke of the ratio between students and teachers or classroom teachers. J. Quant was a fully credentialed teacher. It is irrelevant whether she was a substitute, temporary or probationary teacher, she was a classroom teacher and that is what the CBA required. The fact that she worked through Nobles and Thomas and did not have primary or ultimate responsibility for any of the students is not controlling. She met both the language requirement, i.e., she was a (credentialed) teacher, and the intent of CBA section 711, i.e., she lowered the number of student/teacher contacts required of Nobles and Thomas.

It is therefore concluded that the employment of J. Quant at the end of September 1990 lowered the student/teacher ratio in the kindergarten classrooms at the Hoopa Elementary School to a level within the parameters of CBA section 710. Consequently, it is determined that any failure by the District to provide requested supplies that were based on kindergarten classroom

overages after J. Quant's employment did not violate the CBA, and therefore, was not a violation of section 3543.5(c).

Violations of Subdivisions (a) and (b) of Section 3543.5

The District's action in refusing to provide the requested educational supplies when it was required to do so, thereby unilaterally modifying the CBA, also violates the exclusive representative's right to represent its members in their employment relations with their employer, and therefore constitutes a violation of subdivision (b) of section 3543.5.

In addition, such action also violates the right of employees to be represented by their chosen representative and therefore, constitutes a violation of subdivision (a) of section 3543.5.

SUMMARY

After an examination of the foregoing findings of fact and conclusions of law, and the entire record in this case, it is found that when the District refused to provide the CBA section 711 requested educational supplies for the month of September 1990, it violated subdivisions (a), (b) and (c) of EERA section 3543.5.

REMEDY

PERB, in section 3541.5(c), is given:

> . . . the power to issue a decision and order directing an offending party to cease and desist from the unfair practice and to take such affirmative action, including but not limited to the reinstatement of employees with or without back pay, as will effectuate the policies of this chapter.

The ordinary remedy in unilateral change cases is the return to the status quo ante, a make whole order for any employees who have suffered harm and an order the employer bargain on the matter at issue, upon demand. (Rio Hondo Community College District (1983) PERB Decision No. 292.)

As the District has been found to have violated subdivisions (a), (b) and (c) of section 3543.5 with regard to its unilateral modification of CBA section 711 regarding the payment of $75 per month per student over the specified ratios, the District is ordered to cease and desist from refusing to negotiate the imposition of this modification and return to the status quo ante.

It is appropriate to order the District to remedy those employees who suffered harm as a result of the District's unfair practices by requiring the District to provide the requested supplies.

It is also appropriate to order the District to cease and desist from failing to grant the Klamath-Trinity Teachers Association, CTA/NEA, rights guaranteed to it by the Educational Employment Relations Act.

It is also appropriate that the Respondent be required to post a notice incorporating the terms of the Order. The notice should be subscribed by an authorized agent of the District, indicating that it will comply with the terms thereof. The notice shall not be reduced in size, defaced, altered or covered by any other material. Posting such a notice will provide

employees with notice that the Respondent has acted in an unlawful manner and is being required to cease and desist from this activity. If effectuates the purposes of the Act that employees be informed of the resolution of the controversy and will announce the Respondent's readiness to comply with the ordered remedy. (See Placerville Union School District (1978) PERB Decision No. 69.) In Pandol and Sons v. Agricultural Labor Relations Board (1979) 98 Cal.App.3d 580, 587 [159 Cal.Rptr. 584], the California District Court of Appeals approved a similar posting requirement. (See also, NLRB v. Express Publishing Co., (1941) 312 U.S. 426 [8 LRRM 415].)

PROPOSED ORDER

Based upon the foregoing findings of fact, conclusions of law and the entire record of this case, it is found that the Klamath-Trinity Joint Unified School District (District) violated subdivisions (a), (b) and (c) of Government Code section 3543.5 of the Educational Employment Relations Act (Act). Pursuant to section 3541.5(c) it is hereby ORDERED that the District, its superintendent and its representatives shall:

A. CEASE AND DESIST FROM:

1. Unilaterally modifying section 711 of the collective bargaining agreement regarding the payment of $75 per month per student over the specified ratios.

2. Denying the Klamath-Trinity Teachers Association, CTA/NEA, rights guaranteed to it by the Act.

3. Denying its employees the right to be represented by their chosen representative.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE ACT:

1. Make the involved teachers whole, to the extent that is consistent with this decision, with regard to supplying the materials requested in their Outside Supply Requisitions.

2. Within ten (10) workdays of a final decision in this matter, post at all work locations where notices are customarily placed at the Klamath-Trinity Joint Unified School District, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the Klamath-Trinity Unified School District, indicating that the District shall comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to insure that the Notice is not reduced in size, altered, defaced or covered by any other material.

3. Upon issuance of a final decision, make written notification of the actions taken to comply with this Order to the San Francisco Regional Director of the Public Employment Relations Board in accordance with her instructions. Continue to report to the Regional Director thereafter as directed. All reports to the Regional Director shall be concurrently served on the Charging Party herein.

It is further ORDERED that all other aspects of the charge and complaint are hereby DISMISSED.

Pursuant to California Code of Regulations, title 8, section 32305, this Proposed Decision and Order shall become final unless a party filed a statement of exceptions with the Board itself at the headquarters office in Sacramento within 20 days of service of this Decision. In accordance with PERB regulations, the statement of exceptions should identify by page citation or exhibit number the portions of the record, if any, relied upon for such exceptions. (See Cal. Code of Regs., tit. 8, sec. 32300.) A document is considered "filed" when actually received before the close of business (5:00 p.m.) on the last day set for filing ". . .or when sent by telegraph or certified or Express United States mail, postmarked not later than the last day set for filing. . ." (See Cal. Code of Regs., tit. 8, sec. 32135; Code of Civ. Proc, section 1013 shall apply.) Any statement of exceptions and supporting brief must be served concurrently with its filing upon each party to this proceeding. Proof of service shall accompany each copy served on a party or filed with the Board itself. (See Cal. Code of Regs., tit. 8, secs. 32300, 32305 and 32140.)

Dated: May 8, 1992

ALLEN R. LINK
Administrative Law Judge