STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

PITTSBURG EDUCATION ASSOCIATION, CTA/NEA, Charging Party, v. PITTSBURG UNIFIED SCHOOL DISTRICT, Respondent.	Case No. SF-CE-3366-E PERB Decision No. 2833 September 13, 2022

Appearances: California Teachers Association by Jacob F. Rukeyser, Attorney, for Pittsburg Education Association, CTA/NEA; Fagen Friedman & Fulfrost by Joshua A. Stevens, Attorney, for Pittsburg Unified School District.

Before Banks, Chair; Shiners and Krantz, Members.

DECISION

KRANTZ, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions by Pittsburg Unified School District to a proposed decision of an administrative law judge (ALJ). The ALJ concluded that the District changed Adult Education teachers' summer work hours and for the first time required them to apply to teach summer courses, without affording Pittsburg Education Association notice and an opportunity to meet and negotiate, violating the Educational Employment Relations Act (EERA).[1] We have reviewed the record and the parties' arguments. We affirm the ALJ's conclusion that the District violated its bargaining

[1] EERA is codified at Government Code section 3540 et seq. All further statutory references are to the Government Code unless otherwise indicated.

obligation when it required Adult Education teachers to apply to teach summer courses, but we reverse the ALJ's conclusion that the District unlawfully changed their summer work hours.

FACTUAL AND PROCEDURAL BACKGROUND

The District is a public school employer within the meaning of EERA section 3540.1, subdivision (k). In addition to serving preschool through 12th grade students, the District also serves adult students through the Pittsburg Adult Education Center (PAEC). The PAEC offers four core programs year-round: English as a Second Language (ESL); Adult Basic Education (ABE); Adult Secondary Education; and General Educational Development (GED), also known as high school equivalency courses. PAEC also offers two types of fee-based courses that are available only when enrollment levels make them financially sustainable: Career Technical Education (an employment training program), and community interest courses, which are hobby-oriented.

The Association is an employee organization within the meaning of EERA section 3540.1, subdivision (d). The Association represents certificated employees at the District, including PAEC teachers. A majority of PAEC teachers work less than 60 percent of full time and are therefore classified as temporary employees. (Ed. Code, § 44929.25 ["[A]ny person who is employed to teach adults for not more than 60 percent of the hours per week considered a full-time assignment for permanent employees having comparable duties shall be classified as a temporary employee"].) At all relevant times, the District has paid PAEC teachers on an hourly basis.

I. The Parties' 2017-2020 Collective Bargaining Agreement (CBA)

When this dispute arose in 2019, Article 6 of the parties' CBA, entitled "Hours of Employment," included the following provision: "The work day for [an] adult education unit member shall be according to the number of classes that are assigned to the unit member." The CBA also included Article 17, entitled "Summer School," which appears to apply only to summer school for preschool through 12th grade teachers, as the article does not mention adult education and there is no evidence the District has ever applied it to PAEC teachers.

II. PAEC Past Practices Before Summer 2019

PAEC's academic year consists of four quarters. At all relevant times, the fall, winter, and spring quarters have been 12 weeks long, while the summer quarter has been either five or six weeks long. In 2019, the District began referring to the summer quarter as the summer "session."

Prior to the events giving rise to this dispute, the District had an established past practice for assigning courses to PAEC teachers. Each quarter, the District would send teachers tentative assignments for the upcoming quarter. Teachers opting to return the following quarter would submit "intent to return" letters. As part of this process, the District would assign summer courses to teachers who had taught the courses in the preceding quarters, except where a PAEC teacher chose to take the summer off.[2] When a vacancy arose, the District would contact teachers in order of seniority until a teacher accepted the open position.

The parties dispute the extent to which the District's history of scheduling core

[2] While PAEC teachers can choose to take summers off, most work year-round.

PAEC courses demonstrated a consistent practice. PAEC teacher Elza Hess testified that in every quarter from 2010 through 2018 in which she taught, the District assigned her a morning ESL course scheduled from 8:30 a.m. to 12:30 p.m. Monday through Thursday and 8:30 a.m. to 12:00 p.m. on Friday, for a total of 19.5 hours per week.[3] PAEC teachers Liliya Berenboim and David Williams generally supported Hess's testimony about scheduling, though they did not testify as to their own experiences with morning core courses. Association witnesses also testified that the District had a consistent practice of scheduling evening core courses from 6:00 p.m. to 9:00 p.m. Monday through Thursday, meaning that an evening core course ran for 12 hours per week, and a teacher with both a morning and evening core course worked 31.5 hours per week.[4]

District witnesses, on the other hand, asserted that the District did not historically follow a consistent practice regarding morning core course schedules in the summer quarter. To support this assertion, the District introduced an exhibit showing weekly PAEC course hours for teachers working in summer 2018, which was the summer that Hess did not work. Out of 29 PAEC teachers working that summer, four taught 12 hours per week, four taught 19.5 hours per week, and one taught 31.5 hours per week. The other 20 teachers taught the following hours per week, respectively: 3, 6, 6, 10, 10, 10, 11, 12.5, 15, 15.5, 15.5, 16, 19, 20, 20, 23.5, 25.5, 30,

[3] Hess decided not to work in the summer of 2018.

[4] These calculations disregard the July 4 holiday, which apparently fell within each year's summer session. We infer the District more likely than not treated the holiday in the same manner each summer, meaning we can safely disregard its impact.

32, and 37.5. While the exhibit shows that some of these teachers taught non-core courses, that distinction does not appear to explain other instances in which the summer 2018 exhibit undercuts the Association's position. For instance, while one teacher taught "ESL Low Inter" for 19.5 hours per week and a second taught "ESL High Inter" for 19.5 hours per week, the record also revealed these variations: one teacher taught "ESL High Beg" Monday and Thursday for 6 hours per week, a second taught "ESL Convers" Monday through Thursday for 15 hours per week, a third taught "ESL AM" Monday through Friday for 12.5 hours a week, and a fourth taught "ESL" Monday through Wednesday for 11 hours per week. The record includes no other exhibit purporting to show pre-2019 summer PAEC course hours.

Both parties' witnesses testified to summer quarter schedule changes the District made during the 2008-2009 recession, as well as other changes the District made in the summers of 2015 and 2016. We discuss this evidence further, *post*.

III. The Events Giving Rise to This Dispute

On May 14, 2019, PAEC Vice Principal Danny Lockwood e-mailed staff as follows:

> "Dear Staff,
>
> "We are making some adjustments to how we hire summer school teachers. We will be posting all teaching positions. This process will assure fairness, giving everyone an opportunity to apply. We will be posting internally only for ESL teachers, ABE/GED/HS Diploma teachers. The postings should be on EdJoin by Wednesday or Thursday. This will be a short turn around, so please be sure to apply as soon as possible.
>
> "Thank you. Danny"

Lockwood testified that the adjustments he mentioned in his e-mail referred to a new requirement that teachers apply to teach summer courses. The District set a June 3 application deadline. Prior to May 2019, the District had not required PAEC teachers to apply for summer school assignments.

The District's job posting for PAEC summer courses notified applicants that teachers with morning core courses would work from 9:00 a.m. to 12:00 p.m. Monday through Thursday, while teachers with evening core courses would work from 6:00 p.m. to 9:00 p.m. Monday through Thursday.

IV. This Charge, Related Grievances, and the Parties' Subsequent Negotiations

The Association filed this charge in October 2019. PERB's Office of the General Counsel issued a complaint, and the District filed its answer.

The Association also filed two or three grievances relating to the summer quarter changes. The Association did not seek to arbitrate these grievances, and the District has not at any time asserted that PERB should defer this matter to arbitration. We express no opinion as to whether the District could have established an affirmative defense based on deferral.

After the District answered the complaint but before the formal hearing, the parties successfully negotiated two new sections in Article 6 of their CBA. The new sections, which relate to the District's process for assigning summer PAEC courses, provide as follows:

> "6.1.7.3 Unit members who are currently teaching in an Adult Education assignment during the school year, those unit members shall be selected to continue to teach during the Adult Education Summer Session, provided they have the appropriate credential and the same or similar course is offered. If more than one member applies for the

> same position, selection shall be considered in the order listed below under 'Selection Criteria'. Each subsequent criterion will only be considered if a tie between the applicant's [sic] results from the preceding criteria, and if there are more applicants than available positions.
>
> "Selection Criteria:
> "1. Credential in the applied subject; and
> "2. Recent experience taught in the subject area in the last three (3) years; and
>
> "6.1.7.4 If all else is equal under the Selection Criteria in 6.1.7.3 above, then seniority."

On March 17 and 18, 2021, the ALJ held a formal hearing via videoconference. On April 14, 2022, the ALJ issued a proposed decision finding that the District violated EERA. The District timely excepted to the proposed decision. The Association filed a response to the District's exceptions but no exceptions of its own.

DISCUSSION

When resolving exceptions to a proposed decision, the Board applies a de novo standard of review. (*County of Santa Clara* (2019) PERB Decision No. 2629-M, p. 6.) We review the entire record and are free to make different factual findings and reach different legal conclusions than those in the proposed decision. (*County of Sacramento* (2020) PERB Decision No. 2745-M, p. 10.)

To prove a prima facie case of an unlawful unilateral change, a charging party must show that: (1) the employer changed or deviated from the status quo; (2) the change or deviation concerned a matter within the scope of representation; (3) the change or deviation had a generalized effect or continuing impact on represented employees' terms or conditions of employment; and (4) the employer reached its decision without first providing adequate advance notice of the proposed change to

the union and bargaining in good faith over the decision, at the union's request, until the parties reached an agreement or a lawful impasse. (*Bellflower Unified School District* (2021) PERB Decision No. 2796, p. 9 (*Bellflower*).) Given that the District no longer contests the third or fourth elements, we analyze whether its decisions fell within the scope of representation and whether they changed the status quo.

I. Scope of Representation

EERA's scope of representation includes "matters relating to wages, hours of employment, and other terms and conditions of employment." (EERA, § 3543.2, subd. (a)(1).) The District, relying on *Redwoods Community College District* (1994) PERB Decision No. 1047 (*Redwoods*), argues that the challenged decisions were outside the scope of representation because PAEC teachers are temporary employees under Education Code section 44929.25, and thus are not entitled to any particular hours of work. In *Redwoods*, the Board found that a community college lawfully implemented a new rehiring policy for part-time, temporary instructors, as the policy fell outside the scope of representation and did not amount to a change in the status quo. For the following reasons, we overrule *Redwoods* and conclude that rehiring, reelection, and/or course assignment processes for temporary teachers fall within the scope of representation, as do temporary teachers' work hours.

EERA applies without qualification to any "public school employee," which the statute defines as "a person employed by a public school employer." (EERA, § 3540.1, subd. (j).) EERA therefore applies to both temporary and permanent employees. (See, e.g., *Davis Joint Unified School District* (1984) PERB Decision No. 474, p. 24 [finding "the District violated EERA by its refusal to negotiate about temporary teachers"].) Nonetheless, in *Redwoods*, *supra*, PERB Decision No. 1047, the Board accepted the

employer's position that reelection or rehiring of part-time, temporary employees was a management prerogative that fell outside the scope of representation. (*Id*. at pp. 17-18.) To support this proposition, the Board cited only inapposite precedent involving layoffs. Three years later, the Board analyzed largely analogous issues and, without citing *Redwoods*, concluded that reemployment of temporary employees falls within the scope of representation. (*Fremont Unified School District* (1997) PERB Decision No. 1240, adopting proposed decision at pp. 26-38 (*Fremont*).) *Fremont* is consistent with precedent holding that an employer must bargain over decisions related to work opportunities and qualifications unless the employer is doing no more than complying with a change in external law. (*County of Sacramento*, *supra*, PERB Decision No. 2745-M, pp. 17-18; *County of Orange* (2019) PERB Decision No. 2663-M, pp. 8-15.) Accordingly, we overrule *Redwoods* and conclude that the District's decision to institute a new application requirement for summer PAEC courses fell within the scope of representation.[5]

[5] Even where an employer's decision involves a managerial decision regarding the nature and extent of a public service, the employer nonetheless must bargain over effects on terms or conditions of employment. (*Oxnard Unified School District* (2022) PERB Decision No. 2803, p. 49 (*Oxnard*).) In *Redwoods*, *supra*, PERB Decision No. 1047, the employer made no such managerial decision. Rather, it kept public services the same while reallocating which employees did the work and categorically excluding certain employees from working more than 40 hours per week. (*Id*. at pp. 4-9.) The employer therefore had a decision bargaining obligation. Moreover, *Redwoods* wrongly implied that an employer's past practice of making discretionary decisions on terms and conditions of employment, based on financial and other considerations, means that it maintains the status quo when it makes further similar discretionary decisions. (*Id*. at pp. 15-17.) That implication misrepresents settled principles of the dynamic status quo doctrine. (See *County of Kern* (2018) PERB Decision No. 2615-M, pp. 6-9 [employer's changes are consistent with a dynamic status quo only if the changes follow a nondiscretionary pattern of change].)

Turning to hours of work, precedent distinguishes between employee work hours and the days on which students must attend school, requiring bargaining over the former but not the latter. (*Oxnard*, *supra*, PERB Decision No. 2803, p. 44, citing *Oakland Unified School District* (1983) PERB Decision No. 367, p. 34.) This rule reflects that teacher service hours need not coincide precisely with instructional dates, and it is possible that accommodations can be made at the bargaining table to ensure maintenance of the school year through innovative planning. (*Ibid*., citing *Palos Verdes Peninsula Unified School District/Pleasant Valley Unified School District* (1979) PERB Decision No. 96, pp. 31-32.) Thus, *Redwoods*, *supra*, PERB Decision No. 1047, was wrong to the extent it suggests that an employer, relying on financial and management considerations, need not bargain over the paid hours it assigns to employees. (See *id*. at pp. 17-18.) Accordingly, any change to the status quo of PAEC summer teachers' paid hours was within the scope of representation.

II. Change in, or Deviation from, the Status Quo

A union can prove that an employer changed or deviated from the status quo by showing: (1) deviation from a written agreement or written policy, (2) a change in established past practice, or (3) a newly created policy or application or enforcement of existing policy in a new way. (*Bellflower*, *supra*, PERB Decision No. 2796, p. 10.) If a union argues that past practice is not merely evidence as to the meaning of a written agreement or policy, but rather independently establishes the status quo that the employer changed, the past practice must have been "regular and consistent" or "historic and accepted." (*County of Merced* (2020) PERB Decision No. 2740-M, p. 13,

fn. 9 (*Merced*).)[6]

Here, the complaint primarily alleged that the District unilaterally reduced certain PAEC teachers' paid hours and required PAEC teachers to apply for summer courses.[7] We consider each claim in turn.

A. Paid Hours

Notably, the Association does not assert that the District deviated from a written agreement or written policy regarding PAEC teachers' paid work hours in the summer quarter. Nor does the Association assert that the District's summer 2019 PAEC schedule created a new policy or applied or enforced an existing policy in a new way. We express no opinion as to whether the record could have supported any such contention. Because the Association contends only that the District's summer 2019 PAEC schedule deviated from an unwritten past practice, the Association has the burden to prove a past practice that was "regular and consistent" or "historic and accepted." (*Merced*, *supra*, PERB Decision No. 2740-M, p. 13, fn. 9.)

The Association claims that, prior to summer 2019, the District had a regular and consistent past practice of assigning 19.5 paid hours per week to PAEC teachers

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[6] In contrast, when analyzing past practice to help interpret ambiguous language, such evidence is but one contract interpretation tool and the past practice therefore need not be definitive to have persuasive value. (*Merced*, *supra*, PERB Decision No. 2740-M, p. 13, fn. 9.)

[7] The complaint also alleged that the District changed the summer quarter's end date. While the Association initially pointed to evidence that multiple summer courses ended on Thursday of the sixth and final week, that evidence was consistent with those courses' weekly schedule throughout the summer quarter. The evidence did not show that every course was complete by the final Thursday of the quarter. The Association eventually abandoned this complaint allegation, and we dismiss it.

with summer morning core courses. Precedent does not establish a bright line rule as to what length of time is relevant in evaluating a claimed "regular and consistent" or "historic and accepted" past practice. The answer depends on context, including whether the employment term at issue is one that employees experience on a weekly or monthly basis, or less regularly such as on an annual or sporadic basis. For an issue that arises only once per year, such as here, precedent does not dictate a precise lower limit of required historical consistency, but the Board has held that seven years of consistency is sufficient where the issue involves annual wages. (*Region 2 Court Interpreter Employment Relations Committee & California Superior Courts of Region 2* (2020) PERB Decision No. 2701-I, p. 56.) We therefore do not afford substantial weight to the District's practice during the 2008-2009 recession, as that was a decade prior to 2019. Furthermore, while the PAEC summer quarter lasted only five weeks in 2015 and 2016—years that are much more relevant to our inquiry—that evidence establishes only a reduction in the number of workweeks, which is a separate employment term from the number of paid hours per week.[8]

The parties' witnesses dispute whether the District had a past practice of providing summer PAEC teachers with 19.5 hours per week for a morning core course. The District introduced an exhibit showing PAEC teachers' weekly hours in

[8] Both the number of workweeks and the number of hours per week can impact compensation, but they are separate employment terms. For instance, a summer quarter teacher may find 100 paid hours in five weeks preferable to 100 paid hours over six weeks, since the former preserves a larger portion of the teacher's summer vacation. We mention this possibility only by way of example. Employees may hold a variety of views on such topics, which helps to illustrate the import of collective bargaining.

summer 2018—the most recent summer before the District allegedly made the changes and the only recent summer in which Hess did not work. As noted *ante* at pages 4-5, the summer 2018 exhibit appears to support the District's contention that it had no regular and consistent past practice of always assigning a set number of hours per core course, or at least that it had altered any such practice by summer 2018, well outside the statute of limitations. While there could be explanations for the summer 2018 exhibit outside of the record before us, and it is also possible the Association only learned of a 2018 unilateral change shortly before summer 2019, the Association has not offered any such explanations or arguments. Nor did the Association introduce evidence of PAEC teachers' paid hours for summer morning core courses prior to 2018, other than those of Hess. Thus, the Association failed to meet its burden to prove the District had a regular and consistent past practice of always assigning 19.5 paid hours per week to PAEC teachers with summer morning core courses. We therefore reverse the proposed decision in part and find that the Association did not prove a unilateral change with respect to summer PAEC teachers' paid hours.

B. Application Requirement

The District largely accedes to the ALJ's conclusion that the Association proved a prima facie unilateral change based on the new requirement that PAEC teachers apply for summer courses when previously they merely had to submit an intent to return. Even had the District challenged this conclusion, the District's decision deviated from the status quo because it changed a regular and consistent unwritten practice, was a new policy, or applied or enforced existing policy in a new way.

III. The District's Contractual Waiver Defense

The ALJ rejected the District's contractual waiver defense under *Marysville Joint Unified School District* (1983) PERB Decision No. 314 (*Marysville*), and the District did not contest the ALJ's conclusion. Even had the District preserved this defense in its exceptions, the record does not support it.

Marysville, *supra*, PERB Decision No. 314 held that an employer may prove a contractual waiver defense based on clear and unambiguous contract language, even where the employer's practice has not followed such contract language in the past. (*Id*. at pp. 9-10; see generally *City of Culver City* (2020) PERB Decision No. 2731-M, pp. 14-21 [clarifying multiple aspects of the contractual waiver defense].) Here, CBA Article 17, "Summer School," does not mention adult education and does not constitute a clear and unambiguous waiver as to any PAEC terms or conditions of employment. CBA Article 6, "Hours of Employment," mentions adult education in one provision: "The work day for [an] adult education unit member shall be according to the number of classes that are assigned to the unit member." That language does not clearly and unambiguously waive the right to bargain over a new application requirement. Accordingly, the District has not proven a contractual waiver defense.

IV. Remedy

The appropriate remedy for an employer's unlawful unilateral change normally includes a cease-and-desist order, restoring the status quo ante, a bargaining order, and make-whole relief including back pay, benefits, and interest. (*Pasadena Area Community College District* (2015) PERB Decision No. 2444, pp. 23-24.) We order each of these standard remedies here, while clarifying two compliance-related issues.

First, while the record does not suggest that any PAEC teacher incurred harm

because of the District's new application requirement, we afford a successful charging party the opportunity to prove losses in compliance hearings, unless the record has proven that there was no such harm. (*County of Santa Clara* (2021) PERB Decision No. 2799-M, p. 29.) Here, the record to date does not demonstrate harm, but it also does not disprove that such harm could have occurred. Therefore, if the Association asserts that the new application requirement harmed one or more employees, the compliance officer shall allow the parties to introduce relevant evidence.

Second, while the parties were litigating this case, they negotiated relevant new CBA provisions. We have tailored our order to honor those provisions, and the compliance officer shall consider the extent to which they impact the District's obligations. (See, e.g., *County of Santa Clara*, *supra*, PERB Decision No. 2799-M, p. 30, fn. 15 [parties' subsequent negotiations may cut off certain remedial obligations if such negotiations resulted in a mutual agreement].)

ORDER

Based on the foregoing and the entire record in the case, the Public Employment Relations Board (PERB) finds that the Pittsburg Unified School District violated the Educational Employment Relations Act (EERA), Government Code section 3543.5, subdivision (c), and derivatively violated subdivisions (a) and (b), when it unilaterally required Adult Education teachers to apply for summer courses without affording the Pittsburg Education Association notice and an adequate opportunity to bargain. All other allegations are dismissed.

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

A. CEASE AND DESIST FROM:

1. Instituting new qualifications or procedures for assigning courses to Adult Education teachers without affording the Association notice and an adequate opportunity to meet and negotiate.

2. Interfering with bargaining unit employees' right to be represented by the Association.

3. Interfering with the Association's right to represent bargaining unit employees.

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

1. To the extent consistent with the parties' subsequently negotiated contractual provisions, and upon the Association's request, rescind the May 2019 policy requiring Adult Education teachers to apply to teach summer session courses.

2. Upon the Association's request, meet and negotiate regarding policies on assigning summer courses to Adult Education teachers.

3. Make whole all affected employees for any losses incurred because of the District's 2019 decision to require Adult Education teachers to apply for summer courses. Any make-whole amounts shall be augmented by interest at 7 percent per year.

4. Within 10 workdays following the date this decision is no longer subject to appeal, post at all locations where notices to employees in the Association's bargaining unit are posted, copies of the Notice attached hereto as an Appendix. An authorized agent of the District must sign the Notice, indicating that the District will comply with the terms of this Order. The District shall maintain the posting for a period

of 30 consecutive workdays and shall also post it by electronic message, intranet, internet site, and other electronic means the District uses to communicate with employees in the Association's bargaining unit. The District shall take reasonable steps to ensure that the Notice is not reduced in size, altered, defaced, or covered with any other material.[9]

5. Provide PERB's General Counsel, or the General Counsel's designee, with written notification of all actions taken to comply with this Order, as well as any such further reports as the General Counsel or designee may direct; and concurrently serve the Association with all such notifications and reports.

Chair Banks and Member Shiners joined in this Decision.

[9] In light of the ongoing COVID-19 pandemic, Respondent shall notify PERB's Office of the General Counsel (OGC) in writing if, due to an extraordinary circumstance such as an emergency declaration or shelter-in-place order, a majority of employees at one or more work locations are not physically reporting to their work location as of the time the physical posting would otherwise commence. If Respondent so notifies OGC, or if Charging Party requests in writing that OGC alter or extend the posting period, require additional notice methods, or otherwise adjust the manner in which employees receive notice, OGC shall investigate and solicit input from all parties. OGC shall provide amended instructions to the extent appropriate to ensure adequate publication of the Notice, such as directing Respondent to commence posting within 10 workdays after a majority of employees have resumed physically reporting on a regular basis; directing Respondent to mail the Notice to all employees who are not regularly reporting to any work location due to the extraordinary circumstance, including those who are on a short term or indefinite furlough, are on layoff subject to recall, or are working from home; or directing Respondent to mail the Notice to employees with whom it does not communicate through electronic means.

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-3366-E, *Pittsburg Education Association, CTA/NEA v. Pittsburg Unified School District*, in which all parties had the right to participate, the Public Employment Relations Board found that the Pittsburg Unified School District violated the Educational Employment Relations Act (EERA), Government Code section 3543.5, subdivisions (a), (b) and (c), when it unilaterally required Adult Education teachers to apply for summer courses without affording the Pittsburg Education Association notice and an adequate opportunity to bargain.

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

A. CEASE AND DESIST FROM:

1. Instituting new qualifications or procedures for assigning courses to Adult Education teachers without affording the Association notice and an adequate opportunity to meet and negotiate.

2. Interfering with bargaining unit employees' right to be represented by the Association.

3. Interfering with the Association's right to represent bargaining unit employees.

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

1. To the extent consistent with the parties' subsequently negotiated contractual provisions, and upon the Association's request, rescind the May 2019 policy requiring Adult Education teachers to apply to teach summer session courses.

2. Upon the Association's request, meet and negotiate regarding policies on assigning summer courses to Adult Education teachers.

3. Make all affected employees whole for any losses incurred because of our 2019 decision to require Adult Education teachers to apply for summer courses. Any make-whole amounts shall be augmented by interest at 7 percent per year.

Dated: _____ PITTSBURG UNIFIED SCHOOL DISTRICT

By: _____
Authorized Agent

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