

STATE OF CALIFORNIA
DECISION OF THE EDUCATIONAL
EMPLOYMENT RELATIONS BOARD

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY.)
COLLEGE DISTRICT,)
Employer,)
and)
SHASTA COLLEGE FACULTY ASSOCIATION,)
CTA/NEA,)
Employee Organization.)

Case No. S-R-141

> EERB Decision No. 31

Appearances: Patrick J. Tillman, Deputy County Counsel, Shasta County, for Shasta-Tehama-Trinity Joint Community College District; Duane B. Beeson, Attorney (Brundage, Beeson, Tayer & Kovach), for Shasta College Faculty Association, CTA/NEA.
Before Alleyne, Chairman; Gonzales and Cossack, Members.

OPINION AND ORDER

This case is before the Educational Employment Relations Board on exceptions to the attached proposed decision of a hearing officer. Shasta-Tehama-Trinity Joint Community College District excepts to the hearing officer's proposed decision that hourly paid certificated employees and temporary certificated employees who are hourly paid and have taught at least the equivalent of three semesters out of the last six semesters inclusive are appropriately included in a unit with other certificated employees. The Board has considered the record and the attached proposed decision in light of the exceptions.

The hearing officer's decision is substantially in accord with Board precedent. See Los Rios Community College District.¹ Accordingly, the hearing officer's proposed order is adopted as the order of the Educational Employment Relations Board.²

By Reginald Alleyne

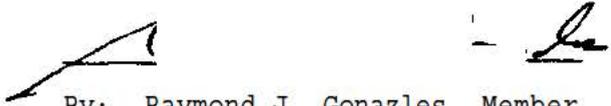
Raymond J. Gonzales, concurring in the Order:

My concurrence in this case simply acknowledges the correct applicability of Board precedent by the hearing officer. I retain my views, however, regarding

¹EERB Decision No. 18, June 9, 1977.

²The District's request for oral argument in this matter is denied.

the unit placement of part-time community college instructors as reflected in my partially dissenting opinion in Los Rios Community College District.³


By: Raymond J. Gonazles, Member

Jerilou H. Cossack, Member, concurring:

I agree with Chairman Alleyne that the hearing officer's decision in this case should be affirmed and that it aptly applies the precedent established in Los Rios Community College District.¹ However, the District argued at length in its brief in support of its exceptions that part-time instructors were ineligible for tenure and thereby lack a community of interest with full-time instructors. The Board responded to this argument in Los Rios. In that principal opinion, I wrote that tenure rights of part-time instructors would have to be determined ultimately by the courts and that whatever the outcome there, "tenure is but one factor for consideration in determining community of interest."² In his concurrence, the Chairman wrote that California law recognizes a regular status for part-time instructors, which represents but "a factor, among others, in favor of finding a community of interest between part-time and full-time instructors"³

It is clear from the Los Rios decision, and affirmed here, that tenure is only one element of community of interest to be considered in determining appropriate negotiating units.

Jerilou H. Cossack, Member

Dated: September 22, 1977

³Supra note 1.

¹EERB Decision No. 18, June 9, 1977.

²Id. at 11.

³Id. at 28-29.

STATE OF CALIFORNIA
DECISION OF THE EDUCATIONAL
EMPLOYMENT RELATIONS BOARD

ORDER

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY) COLLEGE DISTRICT,) Employer,)	Case No. S-R-141
and)	
SHASTA COLLEGE FACULTY ASSOCIATION) CTA/NEA,) Employee Organization.)	EERB Decision No. 31
	September 26, 1977

The Educational Employment Relations Board directs that:

The following unit is appropriate for the purpose of meeting and negotiating, providing an employee organization becomes the exclusive representative of the unit:

Certificated Employee Unit consisting of all full-time and part-time regular or contract certificated employees, employees who are replacements for certificated employees on leave of absence or sabbatical leave and those hourly paid certificated employees and temporary certificated employees who are hourly paid and have taught at least the equivalent of three semesters out of the last six semesters inclusive,¹ and excluding all management, supervisory and confidential employees and substitutes.

Within ten (10) workdays after the employer posts the Notice of Decision, the employee organization shall demonstrate to the Regional Director at least 30 percent support in the above unit. The Regional Director shall conduct an election at the end of the posting period if the employee organization qualifies for the ballot and the employer does not grant voluntary recognition.

Educational Employment Relations Board
by _____

STEPHEN BARBER
Executive Assistant to the Board

9/26/77

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As used in this proposed decision the word "inclusive" means that an instructor who is presently teaching for a third semester, under this formula, would also be considered eligible.

EDUCATIONAL EMPLOYMENT RELATIONS BOARD
OF THE STATE OF CALIFORNIA

In the Matter of)
)
SHASTA-TEHAMA-TRINITY JOINT COMMUNITY)
COLLEGE DISTRICT,)
)
Employer,) Representation
) Case No. S-R-141
and)
)
SHASTA COLLEGE FACULTY ASSOCIATION,)
CTA/NEA,)
) PROPOSED DECISION
Employee Organization.) (7/8/77)
_____)

Appearances: Patrick J. Tillman, Deputy County Counsel, Shasta County, for Shasta-Tehama-Trinity Joint Community College District; Duane B. Beeson, Attorney (Brundage, Beeson, Tayer & Kovach), for Shasta College Faculty Association, CTA/NEA.

Before Ronald E. Blubaugh, Hearing Officer.

PROCEDURAL HISTORY

On April 2, 1976, the Shasta College Faculty Association, CTA/NEA filed a request for recognition with the Board of Trustees of the Shasta-Tehama-Trinity Joint Community College District.^{1/} The Association sought recognition as the exclusive representative of a unit of certificated employees described as follows:

All full-time and part-time certificated teaching and non-teaching faculty that includes all classroom teachers, librarians, counselors, psychologists; A.V., day and/or evening, program and work experience coordinators; department heads, assistant department chairpersons; and like titled positions.

^{1/} Hereafter the Shasta College Faculty Association, CTA/NEA will be referred to as the "Association" and the Shasta-Tehama-Trinity Joint Community College District as the "District."

The District posted a notice of this request on April 8, 1976, and on May 7, 1976 the District issued a decision doubting the appropriateness of the unit requested by the Association. An Educational Employment Relations Board hearing officer conducted a hearing about the unit question on February 2, 1977, at the District campus in Redding.

At the hearing, the parties stipulated that the following employees shall be included in the appropriate unit:

All full-time and part-time regular or contract certificated daytime employees and employees who are replacements for certificated employees on leave of absence or sabbatical leave.

By stipulation, the parties also excluded from the unit all management and confidential employees and substitutes. They further agreed that the only issue between them is the status of evening division hourly paid employees and temporary employees who are hourly paid. The District takes the position that its hourly paid certificated employees do not belong in the same unit as its regular and contract employees². ~~The Association contends~~ the two groups share a community of interest and belong in the same unit.

ISSUE

Should hourly paid certificated employees and temporary certificated employees who are hourly paid be placed in the same unit with the contract and regular certificated employees?

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- The Education Code creates a system whereby the certificated employees of a community college district are divided into three categories: contract, regular or temporary. Education Code Section 87476 (formerly numbered as section 13334) and Section 87604 (13346). The statutory scheme covering the achievement of tenure by certificated employees envisions the progression of a satisfactory employee from the probationary status of "contract" to the tenured status of "regular" after two years. [Education Code Sections 87600 ~~et seq.~~ (13345)].

FINDINGS OF FACT

The Shasta-Tehama-Trinity Joint Community College District comprises a vast geographic area of some 10,000 square miles in Northern California. All of Shasta, Tehama and Trinity Counties are located within the District in addition to small portions of Modoc, Lassen and Humboldt Counties.

In order to serve the residents of its expansive territory, the District offers a number of courses at sites away from the Redding campus. The total offerings include some 600 classes in more than 20 towns scattered throughout the 10,000 square miles. Many of these classes are taught by persons who live in or near the towns where the courses are offered. There also are circumstances, however, where instructors from Redding are assigned to handle night courses in remote areas.

In the fall of 1976, the District had an enrollment of 7,559 students of whom 4,439 were enrolled in day classes and the remainder in evening classes. In the spring of 1977, the District offered 343 evening division classes on the Redding campus and 342 evening classes at 23 off-campus locations. Some 76 percent of the off-campus evening courses were concentrated at seven locations. In each of those seven locations, at least 25 courses were offered.

The District has 161 regular and contract certificated employees. Of those, 13 are part-time contract employees all of whom, both parties agree, should be in the same unit as the full-time regular and contract employees. All regular and contract instructors are paid an annual salary. For the 13 part-time contract instructors, this salary is fixed according to the percentage of a full-time load they carry.

In addition, to the part-time instructors on contract, the District also employs 374 instructors on an hourly basis. Of the 374 hourly instructors, 54 are regular full-time employees of the District who are working for extra pay and 114 are the employees of other school districts. There are 146 who work for an employer other than a school district, 36 who are homemakers, 13 who are retired and 11 with no other sources of income.

The District makes an effort to reemploy the same hourly instructors from year to year, preferring to keep employees who have completed satisfactory work. One part-time instructor has taught continuously since 1962 except for one-semester break more than 10 years ago. There are numerous hourly paid instructors who have taught five or more semesters for the District. Only 41 of the hourly instructors last fall were not teaching in at least their third semester.

During the 1976-77 school year, the evening division hourly pay rate ranged from \$11.82 an hour for instructors in their first and second semesters to \$12.69 per hour for instructors who have taught more than six semesters. Unlike the salary schedule for regular and contract instructors, the Shasta College evening instructor salary schedule provides no additional pay according to educational level. All evening and other hourly instructors receive pay increases according to longevity with the District, up to the six semester maximum pay. Contract and regular teachers advance on their salary schedule according both to longevity with the District and educational level.

The essential duties of all instructors at Shasta College are identical, be the instructors day or evening, hourly, contract or regular. Those duties are to:

—Instruct students in the various subject matter fields in accordance with descriptions outlined in the course of study and be responsible for acceptable standards of student performance.

—Impress upon the minds of the students the rights, duties, and responsibilities of American citizenship and for maintaining acceptable personal standards of dress and grooming.

—Accept the responsibility for seeing that good social decorum is observed throughout the campus.

—Emphasize to all classes the importance of prompt, regular, and continuous class attendance.

—Maintain accurate scholastic records of students, enrolled in classes and submit reports according to schedule to the Records Office.

The District applies the same standards of course quality and content for both day and evening classes. Students may obtain a degree by attending the day program, the evening program, or a combination of both. The District's handbook for evening instructors asserts that the "grading and evaluation standards" of evening students must be equivalent to those in the day. Evening instructors are encouraged to discuss grading standards with the division chairman and/or the day instructor of the same course. One instructor who has taught both day and evening students said he uses the same textbook, gives the same exams, and demands the same work of students in the two divisions. Another instructor, who teaches primarily in the evening, said he made an effort to stay in contact with the day faculty members who teach the same courses. In order to insure comparability, the District recently has created the position of day/evening coordinator. Coordinators attempt to keep consistency between the day and evening programs by talking to instructors about course content, evaluating instructors and, in one department, requiring evening instructors to visit the day sections of the classes they teach.

Contract and regular instructors are required to be on campus for a minimum of 30 hours per week. They are required to post and hold office hours for student consultation, including a minimum of five hours per week for student conferences. There is no similar requirement for instructors paid on an hourly basis and their pay does not include compensation for office hours outside of class. However, even though the District does not require it, one evening instructor testified that he makes himself freely available to students outside of class even to the extent of providing them with his home telephone number.

There is a similarity in the hiring process for day and evening instructors. All certificated personnel are appointed by the District Board of Trustees upon the recommendation of the president and superintendent. It is the policy of the college to hire the best qualified instructors available, both day and evening. There was no evidence to indicate that the District requires a higher level of academic background

or experience for day instructors from what it requires for evening instructors. However, the evening instructors are sometimes hired because they are the best qualified applicants living in the particular geographic locations where courses are to be offered.

Both day and evening instructors are expected to attend some faculty meetings. The contract and regular faculty members who teach the day program attend meetings of the entire faculty where they discuss problems germane to the operation of the District including curriculum development, facilities planning and so forth. In addition, the regular and contract faculty members are expected to attend all scheduled division meetings. According to the District handbook for evening teachers, division faculty meetings are to be scheduled for all day and evening instructors prior to each semester. The purpose of those meetings, according to the handbook, is to provide instructors with the "opportunity to become acquainted, exchange ideas, teaching materials, propose curriculum development and change, and become familiar with current College and division policies and procedures." The meetings are to be held in the evening hours and the handbook describes it as "essential that all instructors, new and old, attend evening faculty meetings." There was testimony, however, that not all evening faculty members actually attend the meetings and those who have not attended were not terminated.

Evening faculty members are not permitted to become members of faculty committees. However, the committee meetings are open and evening faculty members are entitled to attend and speak if they desire.

Evening instructors develop proposals for new courses. The evening instructors handbook describes in detail the steps to be followed in obtaining approval for a new course. Approval is required by the division chairman, the evening education office, the college curriculum committee, the district board of trustees and finally, the Office of the Chancellor of the California Community Colleges. Other than the involvement of the evening education office, this process is no different from what would be followed by a new course proposed by a day instructor. The curriculum committee, however, is comprised solely of regular and contract instructors.

The regular and contract instructors at Shasta College are required to develop a professional growth plan. Under this requirement, the regular and contract instructors must submit a professional growth plan every four years for how they will maintain expertise in their subject matters. Instructors who fail to meet this requirement may not advance on the salary schedule. No such demand is placed on hourly instructors and they receive no additional pay for furthering their academic background.

There are differences in the benefits received by the two groups of employees. District employees working one-half time or more are entitled to participate in the group health insurance plan, the group dental insurance plan and the group vision insurance plan. In order to qualify for a sabbatical leave, an instructor must be either a regular or contract employee. Hourly instructors receive equal treatment with full-time instructors for jury duty.

The District policy calls for a minimum enrollment of 20 students in a class. If there is an insufficient number of students, the class may be cancelled. This policy applies to all classes, day or evening. However, its effect falls more heavily on evening instructors because of their hourly status. Contract and regular instructors must be paid even though a class is cancelled. Therefore, the District does not cancel small classes taught by regular or contract instructors unless there is an alternative course those instructors could teach. Hourly instructors are not paid unless they teach and so the minimum enrollment standard is applied more stringently in the evening.

CONCLUSIONS OF LAW

The issue presented in this case is essentially identical to that considered by the EERB in Los Rios Community College District.^{3/} In Los Rios, the EERB held that "part-time instructors who have taught at least the equivalent of three semesters of the last six semesters inclusive" should be in the same unit with the full-time instructors.

3/ EERB Decision No. 18, June 9, 1977.

After noting the Educational Employment Relations Act's mandates for resolving unit questions,^{4/} the EERB next analyzed New York University,^{5/} the leading National Labor Relations Board case dealing with unit placement in private universities. The EERB thus met its obligation to consider NLRB precedent.^{6/}

In New York University, the NLRB set forth four areas in which it found "no real mutuality of interest" between the part-time and full-time faculty members: 1) compensation, 2) participation in university government, 3) eligibility for tenure, 4) working conditions. The NLRB reversed its prior position^{7/} and excluded part-time instructors who were not employed in "tenure track" positions.

The NLRB noted that most of the part-time instructors received their primary income elsewhere and that their primary work interest was elsewhere. They received no fringe benefits and were excluded from the

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- Government Code Section 3545 reads as follows:

(a) In each case where the appropriateness of the unit is an issue, the board shall decide the question on the basis of the community of interest between and among the employees and their established practices including, among other things, the extent to which such employees belong to the same employee organization, and the effect of the size of the unit on the efficient operation of the school district.

(b) In all cases:

(1) A negotiating unit that includes classroom teachers shall not be appropriate unless it at least includes all of the classroom teachers employed by the public school employer, except management employees, supervisory employees, and confidential employees.

(2) A negotiating unit of supervisory employees shall not be appropriate unless it includes all supervisory employees employed by the district and shall not be represented by the same employee organization as employees whom the supervisory employees supervise.

(3) Classified employees and certificated employees shall not be included in the same negotiating unit.

⁵ 205 NLRB 4 (1973), 83 LRRM 1549.

^{6/} Fire Fighters Union, Local 1186 v. City of Vallejo, 12 Cal.3d 606 (1974).

^{7/} In Long Island University, C.W. Post Center, 189 NLRB 904 (1971), 77 LRRM 1001, and in University of New Haven, 190 NLRB 478 (1971), 77 LRRM 1273, the NLRB developed a formula for including certain part-time instructors in the same unit as full-time instructors.

faculty senate. They did not participate in department decisions on appointments, promotions or tenure. They were not consulted on curriculum development, degree requirements or department chair selection. They had no voice in developing institutional policies, nor were they obligated to engage in research, writing or other creative endeavors, counsel students or participate in department and university affairs. Finally, they could not achieve tenure under any circumstances.

In Los Rios, the EERB found this analysis inapplicable to the California community colleges. The EERB noted that the NLRB cases^{8/} deal with four-year universities which place an emphasis on research and writing by faculty members. The EERB noted that the California community colleges are primarily teaching institutions which offer instruction through the second year of college.^{9/} The University of California is designated by law as "the primary state-supported academic agency for research."^{10/} There is no authorization for research in the community colleges.

Another major distinction the EERB considered between the California community colleges and the private four-year institutions is the whole question of tenure. It is clear from the NLRB decisions that faculty members who can acquire tenure are not excluded from the unit. This occurs because the institutions considered by the NLRB link tenure directly with the instructor's status as a full-time employee. Full-time instructors are on the tenure track. Part-time instructors are not.

In California, there is not such a fixed linkage between tenure and the instructor's status as either part-time or full-time. It is clear

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- For NLRB decisions applying the ~~New York University~~ rule see ~~University of San Francisco~~, 207 NLRB 12 (1973), 84 LRRM 1403; ~~Point Park College~~, 209 NLRB 1064 (1974), 85 LRRM 1542; ~~University of Miami~~, 213 NLRB No. 64 (1974), 87 LRRM 1634; ~~Goddard College~~, 216 NLRB No. 81 (1975), 88 LRRM 1228; ~~Rensselaer Polytechnic Institute~~, 218 NLRB No. 220 (1975), 89 LRRM 1844; ~~Yeshiva University~~, 221 NLRB No. 169 (1975), 91 LRRM 1017; ~~University of Vermont~~, 223 NLRB No. 46 (1976), 91 LRRM 1570.

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^{10/} Education Code Section 66701 (22651).

¹⁰ Education Code Section 66500 (22550).

that part-time community college instructors can obtain tenure in this state. Ferner v. Harris (1975), 45 CA.3d 363 at 368; Vittal v. Long Beach Unified Sch. Dist. (1970), 8 CA.3d 112. There has been a great deal of litigation about whether certain "temporary" instructors can obtain tenure in the community colleges and the results are conflicting. Balen v. Peralta Junior College Dist. (1974), 11 CA.3d 821; Coffey v. Governing Bd. of S.F. Community College Dist. (1977), 66 CA.3d 279; Peralta Federation of Teachers v. Peralta Community College District (1977), 69 CA.3d 281. But however the California Supreme Court ultimately unscrambles these cases, the mere possibility of tenure for any part-time instructor marks a significant distinction from the NLRB precedent.

Consistent with what the EERB found in Lbs Rios, there are these and other distinctions between Shasta College and New York University. It is true that hourly certificated employees at Shasta College do not have the same role on college committees as do the regular or contract instructors. They may present proposals to committees and be heard, although they cannot participate as members. But it seems doubtful that even full-time faculty members at Shasta College have anything like the role in governance possessed by the New York University faculty. At New York University, the full-time faculty has a significant role in establishment of both admission standards for students and degree requirements. At New York University, the full-time faculty has a voice in the hiring, promotion and tenure status with their colleagues. In accord with the practice of shared governance at major universities,^{11/} the New York University faculty has a key voice in the operation of that school.

In the California community colleges, many of these matters are not subjects for faculty participation. By law, admission in the community colleges is open to any person with a high school diploma or its equivalent.^{12/} By law, the district governing board of a community

¹¹ See generally Kahn, "The NLRB and Higher Education: The Failure of Policy-making through Adjudication," 21 UCLA L. R. 63.

^{12/}

- Education Code Section 76000 (25503).

college sets the academic standards for probation, dismissal, readmission and graduation.^{13/} By law, the district governing board is to establish policies for and approve the total educational program for the District.^{14/}

¹⁴No evidence submitted in the Shasta College hearing indicates the faculty participates in these matters.

There is some parallel between the salary structure for the Shasta College contract and regular instructors and that for the hourly certificated employees. Both provide pay increases for longevity with the District, doubtlessly an inducement for faculty members to remain with the District.

Most of the factors considered by the NLRB in its decision to separate part-timers are thus distinguishable in part or in full from the situation in the Shasta-Tehama-Trinity Joint Community College District. When that rationale is set aside, as the EERB found in Los Rios, the case becomes compelling for the inclusion of at least some hourly instructors in the unit with full-time instructors. The most fundamental consideration is that they do the same work. They teach. The courses are the same. The grading is the same. The responsibility for impressing upon young people the importance of certain standards of conduct is the same. Students may complete their entire program in either day or evening or a combination of both. A student in a typical class may never know whether the instructor is part-time or full-time, paid by the hour or by annual contract. The District has gone to a considerable length to insure this result. There is no element in community of interest considerations more basic than the nature of the work. In some cases, there may be reasons to place employees with essentially identical work into separate negotiating units. The NLRB has chosen this path for the private universities under its jurisdiction. The EERB has decided to the contrary in the California community colleges.

¹³ Education Code Section 72285 (1010.6).

- Education Code Section 72283 (1010.4).

In their statement of the issue in this case, the parties spoke in terms of "hourly paid certificated employees" and "temporary certificated employees who are hourly paid." This wording creates the impression of two separate groups——part-time employees and temporary employees. However, such a reading is an illusion. The parties have stipulated that contract and regular part-time instructors and instructors hired to replace persons on leave shall be in the basic unit. Essentially, that means that the only group of "temporary" instructors in dispute are those hourly instructors hired under Education Code Section 87482 (13337.5) to teach evening classes. There is therefore no reason for a separate discussion about the placement of "temporary certificated employees who are hourly paid."

Finally, it is appropriate to note that many of the hourly instructors work in off campus locations spread throughout the District's 10,000 square mile service area. Conceivably, an argument could have been made that even if the hourly instructors on the Redding campus should be in the unit those in the outlying areas should not. That argument would split the hourly instructors by geography. Such an argument is not pressed by the District and so the hearing officer will make no attempt to analyze it.^{15/}

In Los Rios, the EERB decided that the length of a part-time instructor's relationship with the district should form the dividing line between those who are in the unit and those who are out. The hearing

^{15/} The NLRB has wrestled with the geography question in several cases involving educational institutions. See generally, Manning, Timothy, Roman Catholic Archbishop, Archdiocese of Los Angeles, 223 NLRB No. 198 (1976), 92 LRRM 1114; Columbia University, City of New York Trustees, 222 NLRB No. 41 (1976), 91 LRRM 1276; Cornell University, 183 NLRB 329 (1970), 74 LRRM 1269.

officer will follow the same approach in this case.^{16/} On the basis of the evidence recited above and the whole record, the hearing officer finds that the hourly paid certificated employees and temporary certificated employees who are hourly paid shall be in the unit with regular and contract instructors if those hourly employees have taught at least the equivalent of three semesters out of the last six semesters inclusive.

PROPOSED DECISION

It is the proposed decision that:

The following unit is appropriate for the purpose of meeting and negotiating, providing an employee organization becomes the exclusive representative of the unit:

Certificated Employee Unit consisting of all full-time and part-time regular or contract certificated employees, employees who are replacements for certificated employees on leave of absence or sabbatical leave and those hourly paid certificated employees and temporary certificated employees who are hourly paid and have taught at least the equivalent

^{16/}Government Code Section 3545 commands that a negotiating unit with classroom teachers shall contain all classroom teachers. In Los Rios, the EERB considered whether that section requires all part-time instructors to be placed in the unit. Relying on its earlier reasoning in Belmont Unified School District, EERB Decision No. 7, December 30, 1976, the EERB concluded all part-time instructors need not be included in the unit.

In addition to community of interest considerations, Government Code Section 3545 also commands that attention be paid to established practices and efficiency of operation. The EERB has decided it will give little weight to past representation practices under the Winton Act. Sweetwater Union High School District, EERB Decision No. 4, November 23, 1976, and Grossmont Union High School District, EERB Decision No. 11, March 9, 1977. For whatever weight it does have, however, there was evidence that the formerly existing certificated employees council at Shasta College negotiated at least once recently on behalf of the salaries paid to evening instructors. Finally, there was no evidence suggesting it would be inefficient for the hourly instructors to be placed in the same unit as the regular and contract instructors.

of three semesters out of the last six semesters inclusive,^{17/} and excluding all management, supervisory and confidential employees and substitutes.

The parties have seven (7) calendar days from receipt of this proposed decision in which to file exceptions in accordance with Section 33380 of the Board's rules and regulations. If no party files timely exceptions, this proposed decision will become a final order on July 20, 1977, and a Notice of Decision will issue from the Board.

Within ten (10) workdays after the employer posts the Notice of Decision, the employee organization shall demonstrate to the Regional Director at least 30 percent support in the above unit. The Regional Director shall conduct an election at the end of the posting period if the employee organization qualifies for the ballot and the employer does not grant voluntary recognition.

Dated: July 8, 1977

Ronald E. Blubaugh
Hearing Officer

^{17/} As used in this proposed decision the word "inclusive" means that an instructor who is presently teaching for a third semester, under this formula, would also be considered eligible.