

**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. SA-CE-3108-E, *Faculty Association of the Yuba Community College District v. Yuba Community College District*, in which all parties had the right to participate, it has been found that the Yuba Community College District (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 eliminated the right of first refusal and thus changed the procedure for assigning classes to full-time faculty without affording the Faculty Association of the Yuba Community College District (Association) adequate notice and opportunity to bargain the decision or effects of the change.

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 procedures for assigning courses to full-time faculty without affording the Association notice and opportunity to bargain over the decision and effects of the change.
2. Interfering with either the Association's right to represent bargaining unit employees or employees' right to be represented by the Association.

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

1. Within 30 days after this decision is no longer subject to appeal, and before the beginning of the next successive academic semester, rescind the District's elimination of the right of first refusal implemented on September 1, 2022. If this decision becomes no longer subject to appeal less than 60 days before the commencement of an academic semester, rescission shall occur at the beginning of the second successive academic semester following that date. The parties may modify the rescission date by mutual agreement.
2. Upon demand by the Association, bargain in good faith over collective bargaining agreement Articles 12 and 13.
3. Make whole the Association and all affected employees for any losses incurred because of the violations found in this case. Any make-whole amounts shall be augmented by interest accrued to the date of payment at an annual rate of seven percent, compounded daily.

Dated: 9/30/2024

Yuba Community College 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 WITH ANY OTHER MATERIAL.**