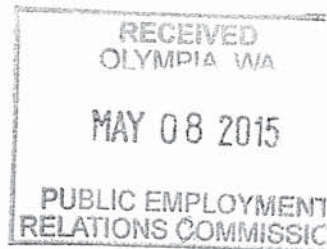




PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 Henry Street NE, Suite 300, Olympia WA 98506
PO Box 40919, Olympia WA 98504-0919
Phone: 360.570.7300 Email: filing@perc.wa.gov
Web: www.perc.wa.gov



UNFAIR LABOR PRACTICE COMPLAINT

Amended Complaint in Case # _____ Applicable Rules: Chapters 10-08, 391-08, and 391-45 WAC

PARTIES Include information for all parties involved.

COMPLAINANT United Faculty of Green River #2195

Contact Merrilee Miron

Address 625 Andover Park West Suite 111

City, State, ZIP Tukwila WA 98188

Telephone 206-432-8083 Ext. _____

Email mmiron@aftwa.org

RESPONDENT Green River College

Contact Dr. Eileen Ely; President

Address 12401 SE 320th Street

City, State, ZIP Auburn WA 98092-3622

Telephone _____ Ext. _____

Email eely@greenriver.edu

EMPLOYER Green River College

Contact Marshall Sampson; VP HR & LA

Address 12401 SE 320th Street

City, State, ZIP Auburn WA 98092-3622

Telephone _____ Ext. _____

Email msampson@greenriver.edu

ALLEGED VIOLATION

Indicate if the alleged violation is against:

Employer Union Both*

***Note:** If the violation is against both the union and employer, two separate complaints must be filed with two statements of facts describing the alleged violation against each.

STATEMENT OF FACTS and REMEDY REQUESTED

Attach on separate sheets of paper in numbered paragraphs a brief statement of the facts regarding the alleged unfair labor practice(s).

- Include times, dates, places, and participants of occurrences.
- Indicate statutes allegedly violated.
- State whether a related grievance has been filed.
- Describe the remedies requested.
- For more information refer to WAC 391-45-050.

BARGAINING UNIT

***Note:** If the alleged violation relates to more than one bargaining unit, a separate complaint must be filed for each unit.

Indicate Bargaining Unit: Faculty

Department or Division: _____

Collective Bargaining Agreement:

- The parties have never had a contract.
- A copy of the most current contract is attached.

AUTHORIZED SIGNATURE FOR COMPLAINANT

Print Name Merrilee Miron

Telephone 206-432-8083 Ext. _____

Address 625 Andover Park west Suite 111

Email mmiron@aftwa.org

City, State, ZIP Tukwila WA 98188

Signature *Merrilee Miron* Date 5/7/15

1 **Statement of Facts**

2 Green River College committed an unfair labor practice by demonstrating union animus
3 over a long period of time, leading the union to believe that the employer is not
4 bargaining in good faith. Indicators of union animus include:

- 5 1. Starting in 2013: The Administration has made numerous decisions without
6 faculty and other employee input, incongruent with the college's previous
7 standard of shared governance. Examples of this include development and
8 implementation of a Civility Policy, renaming the college and failing to
9 adequately inform and seek input from the college community; renaming
10 programs and departments without input and the intention to hire a facilitator
11 for "courageous conversations" and stating that the selection of the facilitator
12 was "not open for discussion." These and other actions created low morale and
13 difficulty on the part of faculty to trust that the Employer at the bargaining
14 table. (see attachment #1)
15
- 16 2. In the 2013 legislative session, the legislature authorized colleges to use
17 "restoration funds" to restore cuts that had been made in previous years to
18 college budgets. They provided permissive language that these funds could be
19 used for faculty salaries. Numerous colleges quickly entered into bargaining to
20 increase faculty salaries. When the United Faculty of Green River (UFGR), the
21 faculty union at Green River College, requested to bargain these funds in fall,
22 2013, the Employer refused.
23
- 24 3. On January 28, 2014, formal negotiations began and the Union again sought to
25 bargain funds allocated by the Legislature. The Employer acknowledged that
26 restoration funds were still available. (See attachment #2. highlighted
27 portion) NOTE: no increment monies can be placed on a faculty salary
28 schedule unless authorized by the State legislature- therefore the proposal
29 shows "restoration funds" being offered. As no other increment funding was
30 authorized at this time period.
31
- 32 4. October 3, 2014, the UFGR went to Arbitration with Joseph W. Duffy, with a
33 grievance that had been filed February 18, 2014, alleging that the College should
34 have bargained restoration monies for adjunct salaries, and through testimony
35 given by Chief Financial Officer Debbie Knipshield, she stated that the
36 restoration dollars had been spent to replace the temporary 3% shortfall that
37 occurred when the Legislature made the cuts in the 2011/13 biennium. (See
38 attachment #3, highlighted portion.) When "facts" change based on the
39 venue, it compromises the integrity of bargaining and undermines faith in the
40 process.

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5. On October 16, 2014, AFT Washington Labor Representative, Merrilee Miron, filed for PERC mediation on behalf of the parties.
 6. On December 1st PERC mediation began with Steve Irvine as mediator. (see **attachment #4- all remaining issues**)
 7. On February 18, 2015, Director of Human Resources and Legal Affairs, Marshall Sampson, posted to the college-wide internal communication system a message that was received by the entire GR college community containing specifics of the administration's most recent bargaining proposals to the faculty. This action appeared to be an attempt by the college to bargain directly with the faculty outside of the mediation process. Again, an action that makes the intention of the employer questionable and undermines the integrity of the bargaining process. (see **attachments #5 and #6**)
 8. On April 20, 2015 just after the Instructional Council meeting, where the possible program closures were first announced, the Director of Human Resources and Legal Affairs, Marshall Sampson, commented to UFGR President Mark Millbauer that he "has 30 days to save his job." This comment was inappropriate in terms of its timing and the setting, demonstrating a disregard for appropriate process and consideration of the impact of such a statement on an employee.
 9. On April 20, 2015, four full-time faculty at Green River Community College were formally given notice that their instructional programs were being considered for closure. (see **attachment # 7**) These programs included Geographic Information Systems, Auto Body Technology, Parent Child Education and Carpentry Technology, three of the faculty teaching these programs are leaders of the United Faculty of Green River, Local 2195 president, Instructional Council Chair/negotiation team member and the treasurer respectively. Displaying a direct attempt by management to target the union leadership.
 10. April 20, 2015 The IC Chair and other Division Chairs asked for pertinent data that the departments, Instructional Council and the agent can use to make recommendations to the College President as per CBA. No data was provided at this time.

- 1 11. Since 2002, when a program is underperforming, the practice at Green River
2 College has been to place it in "program review and viability process." This is a
3 long established process that provides faculty, staff and the dean the
4 opportunity to evaluate the issues and develop a plan to address them. In this
5 case, none of the affected programs were afforded this opportunity, furthering
6 the lack of confidence and trust in the administration and suggesting the
7 possibility of retaliation for union involvement.
8
9
- 10 12. A new facility to house the Carpentry and Auto Body Technology programs is
11 being built, almost complete and equipment has been purchased and being
12 installed. The sudden threat to close these two programs is incongruent with
13 institutional planning, further indicating a motive of retaliation.
14
15
- 16 13. April 27 2015, during a meeting with the faculty member in the Auto Body
17 program, who serves as the UFGR President and chief negotiator, and the
18 Trades Division Chair, Dr. Brandes, Vice President of Instruction, a member of
19 the Employer's negotiations team, clearly stated that at this point one of two
20 ways to save the four programs up for termination or reduction: would be that
21 the English Division, whose Division Chair is a union leader, and one or two
22 other divisions were to raise their class capacities. He also stated that the college
23 can no longer afford to keep full-time faculty that don't generate 30 or more
24 FTEF's each. **This is the first time for anyone within the bargaining team**
25 **to hear this information.** This fosters the belief by the union that the
26 administration is not bargaining in good faith.
27
- 28 14. The data Dr. Brandes presented, on April 27 (**see attachment #8**) showed that
29 NO faculty anywhere on campus generate 30 FTEF's and very few, if any, would
30 even be capable of it. This is a change of working conditions and needs to be
31 brought forward into the bargaining process and to date no proposal has
32 addressed class capacities or a minimum of 30 FTEF's from the Administration.
33 (**See attachment # 4 – all remaining issues**) Again a disregard for the process
34 and bargaining outside of mediation.
35
- 36 15. The reasoning brought forward in the official Notice of Potential Program
37 Termination or Program Reduction, (RIF) (**see attachment #7**) was one of two
38 things; a). Reduction of program demand and declined enrollments or b). Cost
39 of running the program and the tuition charged. Yet on April 27th the data that
40 Dr. Brandes brought forward, (**see attachment #8**) showed that most of the

1 college programs would be reduced or terminated, thereby causing more
2 distrust in the data the college presents furthering the belief that the RIF action
3 is union animus.
4

5 16. April 28, 2015 at a meeting with the Carpentry Tech instructor, a union
6 leader, and because the Auto Body instructor and Trades Division Chair
7 schooled him on his own data April 27th, Dr. Brandes changed the FTEF number
8 from 30 FTEF to 24 FTEF.

9 17. April 29, 2015 at a meeting with the Parent Child Education instructor, a
10 union leader, Dr. Brandes FTEF changed yet again from 24 FTEF to 22 FTEF.

11 18. On May 4, 2015, at the Instructional Council meeting, Dr. Brandes changed
12 the FTEF target number to balance the instructional budget from 24 FTEF to 21.4
13 FTEF. Chief Financial Officer, Debbie Knipshield presented two documents that
14 showed the student/faculty ratios in all programs along with general instructional
15 revenue and cost numbers. Many of the numbers were questioned by the division
16 chairs and Ms. Knipshield stated that she had only been working on revisions
17 within the last ten days yet the official notice of RIF was issued fourteen days prior.
18 She then stated that she is now working on revising them and making sure they
19 are correct. This is the most recent in a series of administration presenting data
20 that is hastily pulled together and turns out not to be accurate, indicating that
21 revenue/cost data on the four programs had not been generated before the
22 decision was made to put them on notice for RIF. This demonstrates the Colleges
23 lack of willingness to be transparent, to bargain in good faith and that their actions
24 show the disregard for the faculty union.

25 19. May 4, 2015 Dr. Brandes stated that the RIF definition given in the Letter of
26 Notice (**see attachment # 7**) was inaccurate and that the notice should have
27 stated that the reasoning was institutional lack of funds. Again demonstrating the
28 Colleges failure to disclose the facts to RIF the four programs, demonstrating
29 retaliation and a lack of bargaining in good faith.

30 20. On May 4, 2015 The IC Council requested that the 30-day comment period be
31 restarted in light of the data it had requested two weeks ago on April 20 only now
32 being presented, and it not even being clear or reliable, and on the Letter of Notice
33 not having accurately explained the RIF in the first place. Dr. Brandes was to speak
34 to President Ely and to date the IC Council or the UFGR has heard nothing.

35

36

1 Remedies:

2 1. For Green River College Administration to cease and desist in union animus.

3 2. Green River College will rescind their consideration of closing the GIS, Parent Child
4 Education, Auto Body Technology and Carpentry Technology programs and will work
5 with the faculty in those programs to determine necessary supports to make
6 improvements collaboratively identified.

7 3. Green River College will engage in good faith bargaining.

8 4. The Board of Trustees of the Green River College will conduct an evaluation of
9 President Ely, which will include input from all constituencies.

10 5. That college wide training be performed on improving Labor/Management
11 relationships with all parties.

12

13

Attachment
1

To: Governor Jay Inslee

From: Tenured Faculty at Green River Community College

Date: November 21, 2013

Re: Vote of No Confidence in Board of Trustees at Green River Community College

The faculty at Green River Community College (GRCC) has no confidence in the GRCC Board of Trustees.

Our rationale for this vote of no confidence includes:

- Despite the fact that the faculty personally presented the Board of Trustees with a vote of no confidence in President Ely at the May 22, 2013 board meeting, the Board of Trustees rated her highly for faculty relations in her 2013 performance review. The Division Chairs signed the vote of no confidence on behalf of 92% of the faculty and the document was delivered by such a large number of faculty that they could not all fit in the board room. The performance review states that it is "difficult to assess" the breakdown between administration and faculty, yet there is no evidence of any method undertaken by the Board of Trustees to do this assessment. The board simply blames "some of the more vocal parts of the faculty" who "should more than share the blame" and who "have created this tension." The board fails to explain why they interpret 92% of the tenured faculty as "some."
- In the 2013 performance review of President Ely, the Board of Trustees criticized President Ely in the "Personnel and Labor Relations" section for a lack of "diversity at the highest levels", yet gave the president the highest rating possible on this topic. This blatant contradiction reflects negatively on the board's ability to accurately assess President Ely's performance and illustrates the institutional weakness of a board that does not itself reflect the racial diversity of the college's service area.
- The board rejected the request from the Division Chairs on May 22, 2013, to meet and discuss the absence of shared governance at the college. The Board of Trustees does not demonstrate an understanding of the seriousness of the crisis.
- The final 2013 accreditation report from the Northwest Commission on Colleges and Universities (NWCCU) recommended that, "The College administration should clarify and operationalize its system of governance with particular attention to communication regarding process and decision-making with all college constituencies." In the performance review of President Ely, one board member wrote, "My only recommendation for improvement is that some internal people (faculty in particular) don't feel communicated with as they might. I struggle that this is more perception than reality, but commend President Ely to work hard to communicate with faculty on these issues." The board failed to hold President Ely accountable for the deficiency in the NWCCU final report.

- The Board of Trustees approved salary increases, supplements and promotions for administration. The board and administration have not approved cost of living adjustments or pay raises for full-time faculty since 2008 and adjunct faculty since 2006. In 2008, the Washington State Board of Community and Technical Colleges recommended in "Our Twenty Year Action Plan" that colleges provide cost of living adjustments and increments to faculty to retain and attract the best faculty. The Board of Trustees and the administration have not followed this recommendation.
- The Vice President of Student Affairs and interim Vice President of Human Resources, Deb Casey, granted numerous internal promotions at the Dean and Director levels in Student Affairs with increases in salary and compensation without proper processes. This includes the failure to open searches to external candidates.
- The faculty laments the loss of long-standing community college ideals. The value of instruction at GRCC has decreased over the past three years while preferred revenue-generating areas such as International Programs have been elevated. Community colleges exist to teach local residents basic skills, professional trades and prepare our students for transfer to the university. Providing open access and serving the needs of the local community is at the heart of the community college mission. GRCC has shifted its focus to attracting international students rather than meeting the needs of the local community.
- The profile of Student Affairs has also increased at the expense of instruction. For example, the Dean of Student Affairs was elevated to Vice President while the position of Executive Vice President was reduced to Vice President of Instruction and both executive deans were eliminated. The academic deans were removed from President's Staff. These decisions diminish the value of instruction at GRCC and the only instructional representative on President's Staff is the Vice President of Instruction. Community colleges exist to teach students and the faculty are troubled that the Board of Trustees and President Ely have reduced the voice of instruction in the governance of the college.
- The administration with the support of the Board of Trustees decided to participate in Achieving the Dream at a cost of \$225,000 over three years without consulting the Instructional Council even though the program directly impacts faculty and instruction. Investing \$225,000 in a program requiring faculty participation without consulting the faculty is fiscally irresponsible.
- The Board of Trustees approved the purchase of 38 acres of land for a sports complex. There was no discussion of the proposal with the campus community.

The faculty at Green River Community College believes that the Board of Trustees failed to evaluate President Ely adequately and effectively; they failed to responsibly and respectfully address faculty concerns about shared governance; they failed to provide ethical and reasonable oversight regarding personnel matters and their financial implications; they failed to uphold the traditional values and mission of the community college.

In order for faculty confidence to be restored in the Board of Trustees, we respectfully request that the process of appointing trustees take into account a fuller range of the constituencies in our service area. We request at least one labor representative on our board. Currently, we have no board members with a labor background. We want a more accurate representation of the communities of color in our service area on our board to better serve our diverse community and student population. We request that you take this recommendation into account when considering upcoming re-appointments.

The faculty at GRCC has no confidence in the Board of Trustees to make appropriate or wise decisions with regard to the administrative leadership on campus, the direction of the college and the commitment to shared governance at GRCC.

Attachment
2

**GRCC EMPLOYER'S PACKAGE PROPOSAL RE COMPENSATION
05/23/14**

Economics

The economic proposals are presented here in summary format.

- Effective Summer Quarter 2014 or upon ratification, whichever is later:
 - Adjuncts will begin receiving pay for increments earned through Spring Quarter 2013, on a prospective basis. *I.e.*, increments will not be paid retroactively.

- Effective upon ratification:
 - The annual salary schedule rates in Appendix A of the current contract will be increased by 1.70%.
 - For new employees:
 - Level A will be eliminated.
 - Level B will start at the salary at current 285 lane.
 - The rates in Appendix B of the current contract will be increased by 1.70%.

- The faculty will agree to participate in institutional assessments (per the Employer's Calendar proposal on May 13, 2014). Faculty will be compensated \$150 for a day on which the faculty member participates in an assessment.

Language

- Section 3 of Appendix A will be revised as follows:
 - Current language: Increments will be applied consistent with State law when funds are available. To the extent provided by the State Board or legislature, any shortage in the funding of increments will be funded by turnover savings, only to the extent that turnover savings are available.

Attachment
3

IN THE MATTER OF THE ARBITRATION BETWEEN

GREEN RIVER UNITED)	
FACULTY COALITION,	)	ARBITRATOR'S OPINION
	)	AND AWARD
UNION,)	
)	
and	)	ADJUNCT FACULTY
	)	INCREMENT PAY DISPUTE
BOARD OF TRUSTEES OF COLLEGE)	
DISTRICT NO. 10,	)	AAA NO. 01-14-0000-0297
)	
EMPLOYER.)	

BEFORE: JOSEPH W. DUFFY
ARBITRATOR
PO BOX 12217
SEATTLE, WA 98102-0217

REPRESENTING
THE UNION: LAURA EWAN
SCHWERIN CAMPBELL BARNARD IGLITZIN &
LAVITT, LLP
18 WEST MERCER ST., SUITE 400
SEATTLE, WA 98119

REPRESENTING
THE COLLEGE: JOHN D. CLARK
ASSISTANT ATTORNEY GENERAL
800 5TH AVENUE
SUITE 2000 - MAILSTOP TB-14
SEATTLE, WA 98104-3188

HEARING HELD: OCTOBER 3, 2014
AUBURN, WA

OPINION

Introduction

Green River United Faculty Coalition (“Union” or “UFC”) represents a faculty bargaining unit employed by the Board of Trustees of College District No. 10 (“College” or “Employer”). The College and the Union (“Parties”) submitted this dispute to arbitration under the terms of their December 14, 2011 – June 1, 2014 collective bargaining agreement (“Agreement”), a copy of which they introduced into the record as a joint exhibit. (J1) This arbitration arose from a grievance filed by the Union on approximately February 18, 2014 for failure to pay adjunct faculty increments. (C6)

The hearing took place at Green River Community College in Auburn, Washington on October 3, 2014. At the hearing, the College raised an issue of arbitrability, as it had previously during the grievance procedure. (C7, C9) After some discussion, the Parties agreed to proceed with the hearing on both the arbitrability issue and the merits, with the understanding that I will address the arbitrability issue first in my decision and will proceed to decide the case on the merits only if I find the grievance arbitrable. The College specifically agreed to waive, for this hearing only, the contract provision that states that the arbitrator shall resolve the question of arbitrability before hearing and resolving the question of the merits of the grievance. (J1, Article X.D.5, p. 54)

The Parties also agreed that I should retain jurisdiction to aid in the implementation of the remedy, if a remedy is awarded.

The hearing proceeded in an orderly manner. The attorneys did an excellent job of presenting the respective cases. Both Parties had a full opportunity to call witnesses, to submit documents into evidence and to make arguments. Witnesses were sworn under oath and subject to cross-examination by the opposing Party.

The Parties submitted one joint exhibit (J1), twelve Union exhibits (U2-U13) and eleven College exhibits (C2-C12) into the record. A total of four witnesses testified at the hearing (Dr. Deborah Casey; UFC Vice-President Jennifer Hoene; UFC President Mark Millbauer and College Interim Vice-President for Business Administration Debbie Knipschild).

At the close of the hearing, the parties elected to submit post-hearing briefs electronically to me on October 17, 2014 and to each other on October 20, 2014. After receiving the briefs, I closed the record on October 17, 2014.

Issue for Decision

At the hearing, the Parties identified two issues, but did not agree on a statement of the second issue. The Parties agreed to the first issue as follows:

1. Was the grievance submitted by the Union timely?

On the second issue, the parties agreed to allow me to frame the issue based on their proposals. The Union proposed the following:

Did the College violate the Collective Bargaining Agreement by declining to apply increment pay to adjunct faculty members? If so, what is the remedy?

The College proposed the following:

Did the College violate the Collective Bargaining Agreement by not applying the 3% restoration funds to adjunct faculty increments?

Based on the proposals of the Parties and the record, I have adopted the following as the second issue:

2. Did the College violate the Collective Bargaining Agreement by not applying the 3% restoration funds to adjunct faculty increments and therefore declining to apply increment pay to adjunct faculty members? If so, what is the appropriate remedy?

Was the Grievance Timely Filed?

The Union filed the present grievance on February 18, 2014. The grievance includes the following statement:

This is notification of a formal grievance against President Ely, as the representative for Green River Community College, for continuing to refuse to pay salary increments due to adjunct faculty when funds became available to do so through the 3% restoration funds received by the college in the 2013/2014 fiscal year. (C6)

The grievance also states: "As they [the increments] have not and continue not to be paid, the occurrence of this grievance is ongoing." (C6)

The grievance procedure in the Agreement includes the following provision:

Article X.C

1. Any complainant or the Agent may present a grievance within fifteen (15) days, excluding national holidays and week-ends, after the occurrence of the event giving rise to the alleged violation, or within ten (10) days from the time the complainant or the Agent should have reasonably become aware of the

occurrence of the event giving rise to the alleged violation, whichever is later. (J1, p. 53)

Issues related to the timely filing and processing of grievances under a collective bargaining agreement often raise two, somewhat competing, principles. The first is that clear contract language must be applied as written. Because the labor arbitrator's task is to interpret and apply the contract as written by the parties, arbitrators ordinarily strictly enforce contract provisions that set clear time limits for filing and processing grievances.

The second principle is that the parties to a collective bargaining agreement are best served if disputes are resolved on the merits rather than dismissed in grievance arbitration on technical grounds. Therefore, labor arbitrators often recognize a presumption of arbitrability. If, for example, time limits have not been strictly enforced in the past by the parties or when the language on time limits contains ambiguities, then arbitrators tend to resolve all doubts in favor of arbitrability rather than dismissing grievances.

In this case, nothing in the record indicates that the Parties have previously been lax in enforcing the time limits of the grievance procedure. The language in Article X.C.1 that establishes the fifteen day time limit is clear. Therefore, neither of the common exceptions to strict enforcement of contractual time limits is present.

The College contends that the Union made a formal demand for payment of adjunct faculty increments by letter of December 11, 2013. The letter includes the following:

You recently asserted, in your December 3, 2013 email to Mark Millbauer, that the "administration has not changed its position that consideration of any proposals for salary increases should be included in conjunction with bargaining for all terms and conditions of employment that will be included in a successor agreement." You and the College's administration appear to be confused on the nature of our request, so we wish to first and foremost clarify that our request to bargain does not entail an attempt to bargain across the board salary increases at this time. It is simply a demand for the College to fulfill its contractual obligations.

As you know, the Legislature has restored the three percent cut in funding to community colleges. UFC has repeatedly asked the College to sit down and discuss how to properly distribute those restoration funds to the adjunct faculty. The College has refused to do so.

Therefore, we formally demand that the College immediately pay the adjunct faculty their increments due, retroactive back to the date of distribution of

the restoration funds to the College. If you do not agree, we will be forced to conclude that the College is repudiating its obligation under the Contract, and we will take action accordingly.... (C3)

The College responded in writing on December 20, 2013. The response included the following:

I am providing this on behalf of Green River Community College in response to your demand dated December 11, 2013. The College is not agreeable to your demand to immediately pay adjunct faculty increments retroactively to July 2013 from the 3% salary cut restoration funds. (C5)

At Step One of the grievance procedure, the College, referring to the December 20 response to the Union, wrote the following concerning the timeliness of the grievance:

This response was clear notice to the union of the College's position on this grievance issue. Your grievance was filed more than a month after deadline for presentation of a grievance expired. Promptness is one of the most important aspects of grievance resolution, and time limits in grievance procedures are enforceable. The union did not request a time extension for filing the grievance, and no extension was granted. (C7)

The College contends that the December 20, 2013 written refusal to pay the increments as requested by the Union constituted a clear and complete decision by the College. Therefore, in the College's view of the facts, "the event giving rise to the alleged violation" took place on December 20, 2013 and the fifteen days for filing a grievance under Article X.C.1 must be measured from that day. The College argues that, under this analysis, a grievance filed on February 18, 2014 clearly is not timely.

Labor arbitrators have, however, found grievances to be timely based on the time that the contested action actually occurred as opposed to the time that the employer previously announced the contested action.

The Union argues that the failure to pay adjunct increments is a "continuing violation" that reoccurs each time an adjunct receives a paycheck. The Union contends that it, and the Adjunct Faculty members, did not have actual notice of harm until the faculty received the first Winter Quarter paychecks, which occurred on approximately January 27, 2014. In the closing brief, the Union argued as follows:

Given that under the parties' CBA, a grievance is to be filed "within fifteen days, excluding national holidays and weekends, after the occurrence of the event

giving rise to the alleged violation,” the grievance is timely. From January 27 through February 18, 2014, there are 22 calendar days, with 7 days to be excluded as holidays and weekends (3 Saturdays, 3 Sundays, and Presidents’ Day). (Union Brief, p. 9)

The concept of a continuing violation has been widely accepted in labor arbitration decisions. Therefore, although the College refused to pay the increments on December 20, 2013, the actual harm occurred when the employees received a paycheck that did not include the additional pay. Arbitrators have often accepted the argument that each improper paycheck is a new violation, which restarts the clock for measuring the grievance filing time limit. As one textbook notes, however: “These arbitrators permit the filing of such grievances at any time, although any back pay would ordinarily accrue only from the date of filing.” (Elkouri and Elkouri, Kenneth May, Editor, *How Arbitration Works*, 7th Edition, Chapter 5.7.A.ii, p. 5-28 (BNA Books; 2012))

Conclusion on the Timeliness Issue

The Union’s theory of the case rests on an alleged violation of Appendix B, Section 3. (J1, p. 77a, 77b) The alleged violation is a failure to pay increments to Adjunct Faculty. The Union’s argument that each paycheck is a new violation is consistent with the continuing violation principle commonly applied by labor arbitrators in pay disputes. Therefore, I find that the Union timely filed the grievance in this case. Consequently, I find that I have jurisdiction to decide the case on the merits.

Background on the Merits

In the 2011-2013 biennium, the Washington State Legislature implemented a reduction in funding for community and technical colleges in an amount equal to a three percent decrease in salary for all employees. Testimony in the record from Debbie Knipschild, the College’s Budget Director and Interim Vice-President of Business Services, shows that the faculty salaries were not cut. Ms. Knipschild testified that the administration discussed the issue and decided that, consistent with the College’s history of valuing employees, faculty salaries would not be cut if other options were available. Therefore, the College used other funds to maintain the salary levels.

In the 2013-2015 biennium, the Legislature restored the three percent reduction taken in the 2011-2013 biennium. The legislation includes the following provision:

Section 604.4 - Appropriations in section 605 include the restoration of the three percent reduction in compensation costs taken in the 2011-2013 fiscal biennium. This funding is sufficient to implement 2013-2015 collective bargaining agreements at institutions of higher education negotiated under chapter 41.80 RCW. The colleges may also use the restored funds for any other purpose, including restoring prior compensation reductions, increasing compensation, and implementing other collective bargaining agreements. (C11)

Appendix B, Section 3 of the Agreement reads as follows:

Increments will be applied consistent with State law when funds are available. Any increment earned but not funded shall not be paid retroactively, but shall be effective when funds are available. (J1, p. 77a, 77b)

The Union contends that Section 3 is clear and unambiguous and needs no interpretation. Therefore, the Union argues that the mandatory language of the provision must be applied as read and the Adjunct Faculty is entitled to the increments funded by the restoration funds.

The College contends that when the Legislature imposed the three percent reduction, the College used funds from another source so that faculty salaries would not have to be reduced. The College argues that when the restoration funds became available in the 2013-2015 biennium, the College restored those funds to salaries in replacement of the funds that had been temporarily used to prevent the reduction. The College argues that the approach taken by the College with these funds is consistent with the intended purpose of restoring the prior cut in salary funding.

When the parties could not resolve the dispute in the grievance procedure, this arbitration followed.

Discussion on the Merits

The evidence in this case establishes that the College did not violate the Agreement by the way in which it handled the three percent restoration funds.

Ms. Knipschild described the procedure that the College followed when the Legislature imposed the three percent reduction. The record includes a Budget Development sheet that Ms. Knipschild prepared in May 2013 that shows the three percent salary reduction in the amount of \$657,590. (C10, line 14) (The \$657,590 amount includes faculty, classified and administrative/exempt employees. See C12) She testified that because the College did not want to reduce faculty salaries by three percent, the College looked for other options. The College determined that other funding sources could be used temporarily to cover the three percent

reduction until the Legislature restored the three percent in a future biennium. Ms. Knipschild testified that the funds used to cover the loss of the three percent came from excess enrollment funds, and, to a lesser extent, from funds that were saved by not filling positions. (C10, line 22) She testified that the excess enrollment occurred, in part, because many people who lost jobs during the recession returned to school to gain additional qualifications to improve their chances for reemployment.

Mr. Millbauer testified that he believes the funds used to cover the three percent budget shortfall are still available, in part, because the College has one of the highest levels of reserves of any college in the State. Ms. Knipschild acknowledged in her testimony that the College has a healthy level of reserves as compared to other colleges. She testified, however, that reserves are used to cover temporary or unexpected needs and are not meant permanently to fund on-going obligations, such as salary. She testified that the three percent restoration funds are not temporary funds, but are part of the permanent funding of the faculty positions. She testified that when the Legislature restored the three percent, the College then put that money back into salaries, thus maintaining the status quo that existed prior to the reduction.

Ms. Knipschild testified credibly that the excess enrollment funds that had been used to fill the gap are no longer available. She testified that the excess enrollment that generated the additional funds did not continue and currently the College may lose as much as one million dollars in tuition revenue. Ms. Knipschild testified that the use of the excess enrollment funds and the salary savings generated by not filling positions¹ represented temporary measures designed to close the three percent funding gap for one biennium.

Accordingly, Appendix B, Section 3 does not require any further action by the College. The College restored the three percent to faculty salaries in place of the temporary funds that had been used to fill the gap created by the reduction during the 2011-2013 biennium.

Conclusion on the Merits

Based on the entire record submitted by the parties, I find that the College did not violate the Collective Bargaining Agreement by not applying the 3% restoration funds to adjunct faculty increments and therefore declining to apply increment pay to adjunct faculty members. Consequently, no remedy is appropriate.

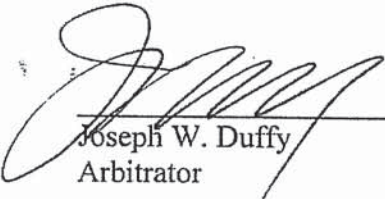
¹ Ms. Knipschild testified that these funds do not meet the definition of "turnover savings" because turnover savings result from hiring a replacement at a lower rate of pay. (See J1, p. 76)

IN THE MATTER OF THE ARBITRATION BETWEEN

GREEN RIVER UNITED)	
FACULTY COALITION,	)	ARBITRATOR'S
	)	AWARD
UNION,)	
)	
and	)	ADJUNCT FACULTY
	)	INCREMENT PAY DISPUTE
BOARD OF TRUSTEES OF COLLEGE)	
DISTRICT NO. 10,	)	AAA NO. 01-14-0000-0297
)	
EMPLOYER.)	
_____)	

For the reasons set forth in the Opinion that accompanies this Award, the grievance must be and it is denied. Pursuant to Article X, Section B, Step 3 of the Agreement, payment of the arbitrator's fee and expenses shall be shared equally by the Parties.

Dated this 14th Day of November 2014



Joseph W. Duffy
Arbitrator

Attachment
of



STATE OF WASHINGTON
PUBLIC EMPLOYMENT RELATIONS COMMISSION

MICHAEL P. SELLARS, EXECUTIVE DIRECTOR

112 Henry Street NE, Suite 300 • Post Office Box 40919 • Olympia, Washington 98504-0919
(360) 570-7300 • Fax: (360) 570-7334 • E-mail filings: filing@perc.wa.gov • Website: www.perc.wa.gov

October 16, 2014

VIA EMAIL ONLY

Re: Green River Community College
Case: 26784-M-14-7943

Dear Parties:

Enclosed is a copy of a case that was filed with our agency. This is a courtesy copy for your records and may not include a complete copy of the filing. All parties are responsible to serve the other parties under WAC 391-08-120.

An attorney or representative signing an unfair labor practice complaint or petition form is added to the case on the filing party's behalf. No other attorney or representative will be added to the case until they file a notice of appearance.

You may contact our office by email at info@perc.wa.gov or by phone at 360.570.7300. Please reference the specific PERC case number in all correspondence.

Very Truly Yours,

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in black ink, appearing to read "M. Sellars".

Michael P. Sellars
Executive Director

Enclosure



PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
 PO BOX 40919
 OLYMPIA, WASHINGTON 98504-0919

MARILYN GLENN SAYAN, CHAIRPERSON
 THOMAS W. McLANE, COMMISSIONER
 MARK E. BRENNAN, COMMISSIONER
 MIKE SELLARS, EXECUTIVE DIRECTOR

NOTICE OF CASE FILING - ISSUED 10/16/2014

A case has been opened on the docket records of the Public Employment Relations Commission, as indicated below. You will be notified when a meeting or hearing is scheduled. Please refer to the case number in any correspondence or formal papers concerning the case.

Notices, correspondence and Commission's orders will be served by the agency only on the parties and their representatives as listed in the docket records. Any additions or corrections to the information set forth below should be forwarded to the Commission, in writing, as soon as possible.

CASE NUMBER:	26784-M-14-07943	FILED:	10/15/2014	FILED BY:	JOINT
DISPUTE:	MEDIATION				
DETAILS:	-				
COMMENTS:					

EMPLOYER: GREEN RIVER COMMUNITY COLLEGE
 ATTN: EILEEN ELY
 12401 SE 320TH ST
 AUBURN, WA 98092-3622
 eely@greenriver.edu
 Ph1: 253-288-3340

REP BY: SHANNON PHILLIPS
 SUMMIT LAW GROUP
 315 5TH AVE S STE 1000
 SEATTLE, WA 98104-2682
 Ph1: 206-676-7092 Ph2: 206-676-7000

PARTY 2: GREEN RIVER UNITED FACULTY COALITION
 ATTN: MARK MILLBAUER
 12401 SE 320TH STREET
 AUBURN, WA 98002
 mmillbauer@greenriver.edu
 Ph1: 206-833-9111



PUBLIC EMPLOYMENT RELATIONS COMMISSION
 112 Henry Street NE, Suite 300, Olympia WA 98506
 PO Box 40919, Olympia WA 98504-0919
 Phone: 360.570.7300 Email: filing@perc.wa.gov
 Web: www.perc.wa.gov

RECEIVED
 OLYMPIA, WA
 OCT 15 2014
 PUBLIC EMPLOYMENT
 RELATIONS COMMISSION

CONTRACT MEDIATION REQUEST

Applicable Rules: Chapters 391-08 and 391-55 WAC

PARTIES Include information for both parties involved.

EMPLOYER	<u>Green River Community College</u>	UNION	<u>Green River United Faculty Coalition</u>
Contact	<u>Shannon Phillips</u>	Contact	<u>Mark Millbauer</u>
Address	<u>315 5th Ave So. Suite 1000</u>	Address	<u>12401 SE 320th St</u>
City, State, ZIP	<u>Seattle WA 98104</u>	City, State, ZIP	<u>Auburn WA 98092</u>
Telephone	<u>206-676-7092</u> Ext. _____	Telephone	<u>253-833-9111</u> Ext. <u>4285</u>
Email	<u>ShannonP@summitlaw.com</u>	Email	<u>MMillbauer@greenriver.edu</u>

BARGAINING UNIT

*Note: If this request relates to more than one bargaining unit, a separate request must be filed for each unit.

Indicate Bargaining Unit Full and Part time Faculty

Number of Employees in Bargaining Unit 187

Collective Bargaining Agreement:

- The parties have never had a contract.
- A copy of the most current contract is attached.

Bargaining History

Number of meetings in current negotiations: 19

This bargaining relationship has existed since: 1977

Date of first meeting in current negotiations: 1/28/2014

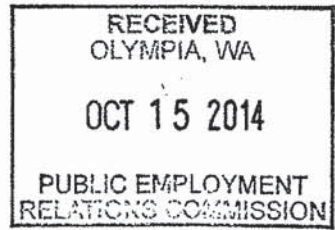
Do both parties agree to request mediation? yes

ISSUES IN DISPUTE The specific issues in dispute, and the parties' positions on those issues are (attach extra sheets if needed):

see attached

AUTHORIZED SIGNATURES If request is not filed jointly, a copy must be served on the other party.

EMPLOYER		UNION	
Print Name	<u>Shannon Phillips</u>	Print Name	<u>Mark Millbauer</u>
Address	<u>SAA</u>	Address	<u>SAA</u>
City, State, ZIP	<u>SAA</u>	City, State, ZIP	<u>SAA</u>
Telephone	<u>SAA</u> Ext. _____	Telephone	<u>SAA</u> Ext. _____
Email	<u>SAA</u>	Email	<u>SAA</u>
Signature	_____ Date _____	Signature	_____ Date _____



CERTIFICATE OF SERVICE

Certificate of Service

I hereby certify that on the 14th day of October, 2014, a true copy of the PERC Contract Mediation Request form was forwarded via U.S Mail, first class postage prepaid and properly addressed, to the following at the addresses shown below:

Public Employment Relations Commission
PO Box 40919
Olympia, WA 98504-0919

Shannon Phillips; Chief Negotiator for GRCC District 10
315 5th Ave. So. Suite 1000
Seattle, WA 98104

Mark Millbauer; President Green River United Faculty Coalition
12401 SE 320th St
Auburn WA 98092

A handwritten signature in cursive script, appearing to read "Cris Rice".

Cris Rice, Support Specialist
AFT Washington
625 Andover Park West Suite 111
Tukwila, WA 98188
206-432-8090



RECEIVED
OLYMPIA, WA
OCT 15 2014
PUBLIC EMPLOYMENT
RELATIONS COMMISSION

625 Andover Park West
Suite 111
Tukwila, WA 98188
T: 206/242-4777
Toll-Free: 1-866/992-3892
F: 206/242-3131
<http://wa.aft.org>

An affiliate of the
American Federation
of Teachers, AFL-CIO

October 14, 2014

Attached please find a request for mediation on behalf of the Green River United Faculty Coalition and the Green River Community College District 10 and the most recent proposals from the parties on the outstanding issues. Both parties have agreed for me to file this request on their behalf.

If you have any questions, please contact me at:

Merrilee Miron *MOM*
Labor Representative
AFT Washington
625 Andover Park West Suite 111
Tukwila WA 98188

206-432-8083

GRCC EMPLOYER "WHAT IF" PACKAGE RE ALL REMAINING ARTICLES
09/23/14

The Employer presents the following issues as a package. Rejection of any part of the package constitutes rejection of the whole.

Language Issues:

- Employer accepts Union's proposal re Article V, Section I – Daily Assignment Span (5/22/14)
- Employer withdraws proposal for Progressive Discipline (5/23/14)
- Employer accepts Union's proposal re Article VI, Sections 1, 2 – Sabbatical Leave and Faculty Development (7/21/14)
- Union withdraws proposal re Article XIII, Section B.1.B – Change in Retirement notification lump sum (5/16/14)
- Union withdraws proposal for LOA re Adjunct Office Space (5/22/14)
- Adopt Employer's proposal re Article V, Sections A, B, and C – Terms of Employment (4/21/14)
 - Note: Parties TA'd Section A.3.i (5-12-14)
- Adopt Employer's proposal re Article IV, Section E – Moonlight Classes (7/2/14), existing contract language modified such that:
 - Title: "Part-Time" becomes "Moonlight"
 - Add: "If a moonlight class (or classes) occurs within the 7-hour work span, the work span will extend by the duration of the moonlight class(es), with the exception of moonlight in a double section."
- Adopt Employer's proposal re Appendix H – Advising (9/17/14) (**Attached**)

- Adopt Employer's proposal re Article V, Section P – Adjunct Faculty (9/23/14)
(Attached)
- Adopt Employer's proposal re Article V, Sections Q2, Q4, Q5 – Calendar (5/13/14)
- Adopt Employer's proposal re Article XIII, Section B.2 – Emeritus Status (5/28/14)
- Employer accepts Union's proposal re Appendix C – Student Affairs Premiums addition of musicals for \$5444; rejects degree-level coordinator premium proposal
- Adopt Employer's proposal for Distant Education (5/28/14)
- Union withdraws proposed change to Article IV, Section B
- Adopt Employer's proposal re Article XVI - Duration: the agreement (and all changes) shall be effective as of its ratification by both parties and shall remain in effect three years from the effective date.

Economics:

Adopt Employer's proposal on Compensation (5/23/14), modified 7/1/14 with respect to Appendix J:

- IESL faculty salary amounts in Appendix J, Sections E&F, will be increased by 3%
- No IESL increment funding

UF proposals and counter proposals on remaining articles
Revised and submitted 7/21/14

- Employer accepts Union's Proposal re Article V, Section I – Daily Assignment Span (5-22-14)
- Union accepts Employer's withdrawal of proposal for Progressive Discipline.
- Employer accepts Union's counterproposal re Article VI, Sections 1, 2 – Sabbatical Leave and Faculty Development (Attached)
- Union withdraws proposal re: Article XIII, Section B.1.B – change in retirement notification lump sum (5/16/14)
- Union withdraws proposal for LOA re: adjunct office space (5/22/14)
- Employer accepts union counterproposal on Article V, Sections A, B, C – Terms of Employment (attached)
- Union accepts employer's proposal for title change for Article IV, Section E – Moonlight classes. Employer withdraws proposal for addition to existing language.
- Employer accepts union's counterproposal Appendix H – Advising – attached
- Employer accepts union's proposal re: adjunct file and compensation – attached
- Union accepts employer's proposal for Article V, Section Q.2. Employer accepts union's proposal re: Article V, Section Q.4, Q.5 – attached
- Union requests the employer to resubmit their proposal re; Article XIII, Section B.2 – emeritus. There were questions re: email access that had not been addressed in the 5/28/14 proposal
- Employer accepts Union's counterproposal for Appendix C – Student Program Premiums – addition of musicals for \$5444 and degree level coordinator premiums of \$5444 annually.
- Union accepts the employer's 5/28/14 revision of Appendix I Section 2c.
- Adopt union's offer re duration of the contract Article XVI: the agreement (and all changes) shall be effective as of its ratification by both parties and shall remain in effect until June 1, 2016.

Proposals 7-21-14

- Employer accepts Union's proposal for changes to Article IV, Section B. Existing language change to Section B1. Add Article IV, Section B2:
Program coordinators for those programs that culminate in a specialized degree will be selected by the dean in consultation with the division chair and the faculty in those programs. Final approval of program coordinators in those programs shall reside with the Vice President of Instruction. The VPI shall review and approve the job responsibilities for each coordinator position. These degree level coordinators shall receive a premium as specified in Appendix C.

Article V – Terms of Employment (Counter Proposal)

Employer withdraws proposed Section A.1.d

Employer withdraws proposed change Section A.2.c

Eliminate Section A.2.d – references to advising – addressed in counter proposal to Appendix H, attached.

Eliminate Section A.3.i – original contract language indicates integration of an early alert system. This has already been done. Adding language amounts to new duties which are not compensated for and there is no plan to compensate for the extra work involved.

Employer withdraws proposal Section B.1.d

Employer withdraws proposal Section B.2.p – change to working conditions without compensation

Employer withdraws proposal Section C.2.i – change to working conditions without compensation

Union accepts all proposals in this Article of the contract not addressed above.

Proposal for Adjunct Salary Scale based on new Adjunct File:

Adjunct Pay Scale

- a. Base rate per class: \$3800 based on a 5 credit course. Variable credit courses will be pro-rated based on 5 credits. Lab and clinical classes will be prorated accordingly.
- b. Stipend for PhD: \$400 per class
 - i. Vocational Certification: \$150 per class for each renewal cycle after 1st renewal.
- c. Promotion for file placement: 5% of pay per class
- d. Promotion for 1st post file: 5% of pay per class
- e. Longevity incentive: 1% of pay per class each subsequent post file review

Each year, as increment savings, turnover savings, or other funds become available for adjunct faculty salaries these funds will be divided equally and applied to the individual salary for all adjunct faculty.

Article V Counter Proposal
7-10-14

Article V, Section Q.4

During the week preceding fall quarter, faculty have workshop, meeting and preparation responsibilities. This schedule includes the following:

- a. Monday: Opening Day activities . . . one half (.5) day – optional
- b. Monday: Advising Training offered in the afternoon
- c. Tuesday: New faculty orientation, curricula development and planning . . one (1) day
- d. Wednesday: All college workshop . . . one (1) day
- e. Thursday: Curricula development and planning . . . one (1) day
- f. Friday: Division and UF meetings. . . (one half (.5) day

Article V, Section Q.5

In addition to the workshop in 4d above, one all-college workshop devoted exclusively to curriculum will be held each fall and winter quarter. One day will be set aside for curricula and an all-college workshop each spring quarter. The morning will be set aside for division level curricula work and the afternoon will be set aside for the all-college workshop.

Article VI, Section I2

Old Language:

The college shall budget \$105,000 for each fiscal year of this contract to be administered by the Faculty Development Committee. The Committee shall designate at least \$42,000 to be spent on individual non-leave projects throughout each year. If the Committee develops changes in criteria, the changes shall be consistent with other provisions of this section and shall be submitted to the Agent and the College President for approval.

New Language:

Each year, the college shall provide for up to four (4) full sabbatical leaves (three quarters) for full time faculty at 75% of full salary, up to three (3) two-thirds sabbatical leaves (two quarters) for full time faculty at 80% of full salary, and up to two (2) one-thirds sabbatical leave (1 quarter) for full time faculty at 100% of full salary. The college will provide as many sabbatical leaves as possible within these guidelines, but shall not exceed four percent of the total number of full time equivalent faculty, as defined by the office of financial management. The Faculty Development Committee will develop a procedure for awarding these sabbaticals and submit that procedure approved by the Agent and the College President for approval. These procedures must be consistent with RCW 28B.10.650

The college shall budget \$105,000 for each fiscal year of this contract to be administered by the Faculty Development Committee. These funds will be used for non-leave projects throughout each year. If the Committee develops changes in criteria, the changes shall be consistent with other provisions of this section and shall be submitted to the Agent and the College President for approval.

Revised Language (Counter Proposal 7-17-14)

The college shall budget \$115,500 for each fiscal year of this contract to be administered by the Faculty Development Committee. The Committee shall designate at least \$52,500 to be spent on individual non-leave projects throughout each year. If the Committee develops changes in criteria, the changes shall be consistent with other provisions of this section and shall be submitted to the Agent and the College President for approval.

Appendix H – Counter Proposal

7-10-14

2. New Faculty: New full-time, tenure-track faculty, will attend a total of 3 hours of advisor training over their first 3 full quarters of employment.

Add 8: Compensation: All full-time faculty who opt-in to performing advising as described in this Appendix will be compensated \$2500 per year. This compensation will be paid proportionally at the end of each quarter during the academic year.

Full-time faculty who are required to do programmatic or academic advising in the summer will receive a stipend of \$1000.00 for the quarter.

All other sections of the employer's proposal for Appendix H are accepted by the union.



Attachment
#5

Tuesday, May 5, 2015 Monday, May 4, 2015
[Events](#) [More Stories](#) [Archive](#) [Submit a Story](#) [Search](#)



2/25/2015

Faculty Negotiations Update

Green River College

Faculty negotiations are still underway at Green River College. In the interest of transparency at the College, the most recent offer provided by Green River College to the faculty union is available for your review.

If you have any questions about this document, please contact Marshall Sampson, Vice President of Human Resources and Legal Affairs, at msampson@greenriver.edu.

[February 20, 2015 Employer Compensation Counter Offer](#)

[Cabinet Meeting](#) | [Communicator Manager](#) | [Legislative News](#) | [Budget Process](#) | [IT Updates](#) | [Spot Award](#) | [Gator Grille Café](#) | [GatorNet](#) | www.greenriver.edu

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Attachment
6

Main Campus
12401 SE 320th St.
Auburn, WA 98092-3622
(253) 833-9111
Fax: (253) 288-3419
greenriver.edu

February 20, 2015
Employer Compensation Counter Offer

1. Full-Time Faculty

- a. 1.2% across-the-board raise
- b. No longevity increases
- c. Advising Premium: \$450 per year; language regarding expectations shared separately
- d. Adding day to in-service week, per calendar proposal
- e. Assessments (national college-wide classroom assessments): \$150 per participating faculty member, per previous proposal

2. Adjunct Faculty

- a. 1.7% across-the-board raise
- b. Increments, per earlier proposal
- c. "Adjunct Liaison" (in lieu of program coordinators): \$300 per quarter. Programs with 25 or more adjunct faculty members. Duties to be developed.

3. IESL

- a. 1.2% full-time/1.7% adjunct
- b. Contract days same as current
- c. Increments to IESL adjuncts, consistent with adjunct faculty proposal



Attachment

7

From: Dr. Eileen Ely, President

Date: April 20, 2015

RE: Potential Program Termination or Program Reduction

All:

Per Article XII of the agreement between the Board of Trustees and Green River United Faculty Coalition, I have determined that there is potential need to implement a reduction-in-force. This serves as notice of potential program termination or program reduction as described in Article XII, Section A(1)(c). Per Section B of the same article, this notice is being provided to the divisions, the Agent and administrative staff.

The potential reduction-in-force involves positions in four programs that are being considered for program termination. The following three programs will potentially be terminated based on a reduction of program demand and declined enrollments:

- Geographic Information Systems
- Auto Body Technology

The following programs are being considered for elimination due to the imbalance of the cost of running the program and the tuition charged:

- Carpentry Technology
- Parent Child Education

As per the faculty agreement, I will consider all recommendations and alternatives presented by the Agent, the divisions (independently or through the Instructional Council) and the administrative staff which are received within thirty (30) days of the issuance of this notice. Recommendations and alternatives should be emailed to Dr. Derek Brandes (dbrandes@greenriver.edu) or submitted to the Office of the Vice President of Instruction.

Failure of any group to submit recommendations and alternatives shall not act as a bar to me initiating a reduction-in-force upon expiration of the thirty (30) day period. If the reduction-in-force moves forward for any or all of the four programs listed above, the next steps of the procedure are stated in Sections C and D of Article XII.

If you have questions about this notice, please contact Dr. Derek Brandes, Vice President of Instruction or Marshall Sampson, Vice President of Human Resources & Legal Affairs.

Attachment #8

21

73 1/3

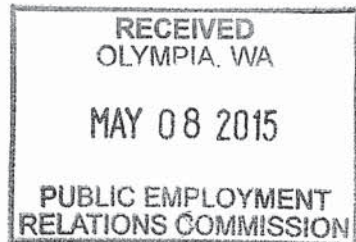
14-15 Class Information
Fund Source 1 . . . As of 4/1/15

	B451		B452		B453		B454		14-15 Total	
AAM	6.53	6.53	4.67	4.67	11.27	11.27	11.27	11.27	33.73	33.73
ABODY	12.69	12.69	10.56	14.11	14.20	16.30	14.47	2.22	51.92	7.87
ACCT	34.67	35.00	44.33	48.00	40.67	43.67	44.33	4.00	164.00	11.00
ACCT&	23.33	41.00	60.67	130.67	58.00	130.33	57.33	70.34	199.33	230.33
ACOMP	-	-	4.67	4.67	4.67	4.67	-	-	4.67	4.67
AMES	11.33	23.00	21.67	36.33	37.67	63.33	28.00	32.33	98.67	84.33
ANTH&	11.67	14.00	49.67	79.00	46.33	79.33	57.67	29.00	165.33	93.66
AP	36.00	38.33	72.27	96.73	67.20	94.33	74.73	29.80	250.20	83.73
ART	32.13	57.00	63.40	137.46	72.40	151.47	70.27	90.87	238.20	268.86
ART&	15.67	20.33	10.00	40.33	14.00	46.00	12.67	33.00	52.33	100.00
ASTR&	-	-	15.00	21.67	16.33	24.00	14.00	9.67	45.33	24.00
ATECH	27.13	28.93	57.16	64.78	57.11	66.71	52.99	8.14	194.39	27.17
AVIA	82.33	123.27	123.13	201.67	121.07	203.00	117.27	67.00	443.80	268.40
B A	6.00	6.00	8.67	8.67	15.67	2.33	16.33	2.00	46.67	51.00
BASIC	98.53	98.53	196.47	196.47	160.00	160.00	133.07	-	588.06	-
BIOL	-	-	18.00	28.33	4.67	6.67	8.67	7.00	31.33	19.33
BIOL&	25.33	33.67	116.27	174.27	88.13	157.33	119.27	71.60	349.00	207.13
BTAC	71.61	72.95	138.88	150.14	144.80	153.33	170.96	12.53	526.24	33.66
BUS	59.73	63.07	65.53	75.87	71.07	88.40	87.80	20.00	284.13	51.00
BUS&	17.00	23.67	33.00	48.67	24.33	37.67	43.33	34.00	117.66	69.67
CARP	16.27	16.27	21.60	22.67	24.14	25.53	22.67	1.07	84.67	3.53
CHEM&	48.67	69.93	107.13	205.13	92.60	182.87	83.80	97.00	332.20	306.53
CJ	-	-	24.33	26.00	18.67	21.00	19.67	4.67	62.67	8.67
CJ&	14.33	18.67	26.00	71.33	41.67	75.33	36.00	39.00	118.00	122.33
CMST	6.73	8.40	22.13	28.93	27.73	41.13	33.93	13.67	90.54	35.53
CMST&	47.33	69.67	114.33	210.67	104.00	190.67	118.33	98.67	384.00	304.00
COOP	1.33	1.33	0.47	0.47	0.53	0.53	0.47	-	2.80	2.80
CRPT	22.53	22.53	45.14	45.14	50.33	50.33	46.40	0.67	164.41	0.67
CS	0.27	0.53	4.67	6.67	12.27	24.27	10.27	11.00	27.47	25.27
CS&	12.00	15.67	15.67	30.67	15.00	27.33	13.33	12.33	56.00	43.33
D T	8.47	8.47	44.94	48.47	44.47	48.47	42.20	4.27	140.07	11.80
DANCE	1.40	3.40	5.40	10.80	3.20	10.40	4.20	7.00	14.20	21.60
DRMA	-	-	9.67	20.00	7.67	14.00	14.00	8.33	31.33	25.00
DRMA&	4.33	6.33	6.33	10.33	7.33	10.67	5.00	3.33	23.00	12.67
ECED	13.28	13.28	30.25	30.39	21.53	22.33	21.60	0.93	86.67	1.87
ECED&	20.93	21.07	28.33	31.87	21.67	24.60	39.87	2.07	110.80	8.67
ECON	7.00	8.33	11.67	21.33	13.33	22.33	13.33	9.67	45.34	29.67
ECON&	25.33	49.33	33.33	84.67	36.33	88.33	37.33	56.00	131.33	184.34
EDUC	3.00	3.00	5.73	6.13	7.47	8.00	15.53	1.80	31.73	2.73
EDUC&	14.47	14.47	27.07	32.27	35.80	43.20	17.33	4.67	94.67	17.27
ENGL	107.87	164.86	247.40	425.07	230.00	395.33	189.60	199.13	774.87	599.13
ENGL&	78.00	113.00	152.67	403.00	190.34	385.00	158.67	144.33	579.67	624.33
ENGR	6.20	8.27	13.93	27.73	20.37	35.60	13.27	16.47	53.47	47.87
ENGR&	-	-	19.00	36.00	16.00	35.33	32.33	25.33	70.67	58.33
ENV S	-	-	8.00	10.00	11.67	17.00	4.67	4.33	24.33	11.67
ESOL	257.20	257.20	498.20	498.20	459.87	459.87	471.53	-	1,686.80	-
FILM	11.67	14.00	12.67	17.00	11.67	19.33	4.33	3.67	40.33	18.00
FRCH&	-	-	5.67	11.33	6.67	14.00	2.00	4.00	14.33	17.00

14-15 Class Information
Fund Source 1 . . . As of 4/1/15

	B451			B452			B453			B454			14-15 Total		
GEOG	-			5.33	1.33	6.67	7.00	4.00	11.00	7.67	3.33	11.00	20.00	8.67	28.67
GEOG&	5.00	0.33	5.33	15.00	17.67	32.67	21.33	7.67	29.00	23.67	20.33	44.00	65.00	46.00	111.00
GEOI	-			15.00	7.67	22.67	15.13	8.33	23.47	4.60	4.27	8.87	34.74	20.27	55.00
GEOI&	13.33	1.67	15.00	26.00	10.00	36.00	18.00	12.67	30.67	30.00	16.00	46.00	87.33	40.34	127.67
GERM&	-			8.33	9.67	18.00	6.67	10.67	17.33	4.67	4.33	9.00	19.67	24.67	44.33
GIS	0.20		0.20	18.80	0.40	19.20	15.20	-	15.20	18.77	-	18.77	52.97	0.40	53.37
H SCI	13.40		13.40	16.33	-	16.33	10.33	0.33	10.67	10.20	-	10.20	50.27	0.33	50.60
HIST	4.33	0.67	5.00	26.87	32.13	59.00	24.00	31.00	55.00	36.33	32.00	68.33	91.53	95.80	187.33
HIST&	19.00	11.67	30.67	17.33	71.33	88.67	17.00	86.33	103.33	15.67	95.67	111.33	69.00	265.00	334.00
HL ED	5.93	1.87	7.80	13.00	18.00	31.00	10.60	17.60	28.20	18.80	17.40	36.20	48.33	54.87	103.20
HSC	1.00	17.33	18.33	4.00	30.47	34.47	2.87	26.13	29.00	1.80	19.93	21.73	9.67	93.87	103.53
HUMAN	17.33	8.00	25.33	31.00	17.33	48.33	38.33	20.67	59.00	34.67	25.67	60.33	121.33	71.67	193.00
IE	-			4.60	0.40	5.00	5.87	0.27	6.13	5.07	0.53	5.60	10.93	0.80	11.73
INDUS	-			0.13	1.60	1.73	2.80	0.60	3.40	6.00	0.60	6.60	13.40	1.60	15.00
INFO	-			154.21	15.73	169.94	146.62	20.78	167.40	1.07	0.53	1.60	2.40	4.13	6.53
IT	59.60	2.01	61.61	11.67	19.67	31.34	12.67	23.00	35.67	156.93	18.60	175.53	517.36	57.12	574.48
JAPN&	2.33	7.00	9.33	24.40	11.80	36.20	20.04	12.71	32.75	10.00	16.67	26.67	36.67	66.33	103.00
JOURN	5.72	3.65	9.37	418.93	125.39	544.33	387.41	114.79	502.19	395.81	139.39	535.20	1,398.26	432.70	1,830.96
MATH	196.12	53.13	249.24	182.67	236.00	418.67	192.00	263.33	455.33	194.34	240.34	434.67	680.34	826.33	1,506.67
MATH&	111.33	86.67	198.00	54.40	-	54.40	50.54	-	50.54	55.68	0.91	56.59	185.29	0.91	186.20
MFG	24.67		24.67	2.53	31.03	56.56	25.93	37.67	63.60	36.28	44.87	81.15	90.15	115.03	205.18
MUSC	2.40	1.47	3.87	18.67	39.33	58.00	14.67	41.33	56.00	16.00	36.67	52.67	54.34	120.00	174.34
MUSC&	5.00	2.67	7.67	55.00	2.20	57.20	46.00	1.87	47.87	33.40	1.47	34.87	149.33	5.53	154.86
NATRS	14.93		14.93	14.50	-	14.50	8.67	0.67	9.33	10.00	0.67	10.67	41.83	1.33	43.17
NRS A	8.67		8.67	34.77	-	34.77	36.93	0.13	37.07	40.40	0.13	40.53	137.30	0.27	137.56
NURSE	25.20		25.20	8.67	1.00	9.67	7.00	4.33	11.33	3.00	3.00	6.00	34.33	8.67	43.00
NUTR&	9.67	0.33	10.00	34.80	-	34.80	33.40	-	33.40	38.67	-	38.67	133.80	-	133.80
O T	26.93		26.93	11.00	3.67	14.67	57.80	9.00	5.33	15.33	7.67	23.00	35.33	16.67	52.00
OCEA&	-			53.20	66.00	119.20	57.80	67.60	125.40	54.93	78.33	133.26	199.20	232.13	431.33
P E	33.27	20.20	53.47	24.54	-	24.54	24.80	-	24.80	16.93	-	16.93	66.27	-	66.27
PCE	8.33	2.33	10.67	50.34	28.00	78.33	48.00	34.33	82.34	45.00	30.33	75.33	151.67	95.00	246.67
PHIL	13.00	5.00	18.00	29.67	32.67	62.33	34.67	38.00	72.67	43.33	41.00	84.33	120.67	116.67	237.33
PHIL&	7.33	-	7.33	8.00	-	8.00	-	-	-	-	-	-	15.33	-	15.33
PHLEB	31.67	7.00	38.67	31.67	22.67	54.33	34.87	28.00	62.87	35.33	29.00	64.33	133.53	86.67	220.20
PHOTO	-			60.67	68.67	129.33	70.33	71.00	141.33	1.40	2.33	3.73	224.00	239.67	463.67
PHYS	-			0.34	-	0.34	0.27	-	0.27	-	-	-	0.94	-	0.94
PHYS&	34.00	24.00	58.00	44.00	71.00	115.00	35.33	73.67	109.00	33.00	77.00	110.00	130.67	224.66	355.34
PLA	0.33	-	0.33	6.00	4.00	10.00	6.47	4.33	10.80	4.00	6.67	10.67	16.47	15.00	31.47
POLS&	18.33	3.00	21.33	96.00	70.66	166.66	83.67	62.00	145.67	90.67	75.00	165.67	342.67	219.67	562.34
PSYC	-			40.47	-	40.47	44.87	-	44.87	43.73	-	43.73	129.07	-	129.07
PSYC&	72.34	12.00	84.34	98.80	91.33	190.13	68.00	77.67	145.67	54.87	64.67	119.53	249.07	268.40	517.47
PTA	-			6.67	4.33	11.00	-	-	-	-	-	-	6.67	4.33	11.00
READ	27.40	34.73	62.13	6.67	4.33	11.00	26.00	11.67	37.67	14.67	6.33	21.00	63.67	23.00	86.67
S SCI	7.33	0.33	7.67	15.67	4.67	20.33	44.67	35.33	80.00	45.00	37.00	82.00	163.00	122.67	285.67
SOC	14.67	6.00	20.67	58.67	44.33	103.00	-	-	-	0.53	0.87	1.40	1.93	0.87	2.80
SOC&	1.40	-	1.40	33.67	41.00	74.67	30.00	43.00	73.00	10.67	24.67	35.34	88.00	108.67	196.67
SPAN	13.67	-	13.67	-	-	-	-	-	-	-	-	-	-	-	-
SPAN&	-			-	-	-	-	-	-	-	-	-	-	-	-

CERTIFICATE OF SERVICE



Certificate of Service

I hereby certify that on the 7th day of May, 2015, a copy of the PERC Unfair Labor Practice Complaint was forwarded via U.S. Mail, first class postage prepaid and properly addressed, to the following at the addresses shown below:

Public Employment Relations Commission
112 Henry Street NE Suite 300
PO Box 40919
Olympia, WA 98504-0919

Dr. Eileen Ely, President
Green River College
12401 SE 320th Street
Auburn, WA 98092-3622

Marshall Sampson, VP HR & LA
Green River College
12401 SE 320th Street
Auburn, WA 98092-3622

A handwritten signature in cursive script that reads "Cris Rice".

Cris Rice, Support Specialist
AFT Washington, AFL-CIO
625 Andover Park West, Suite 111
Tukwila, WA 98188
206-432-8090