STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

HIGHLINE SCHOOL DISTRICT NO. 401, Complainant, vs. HIGHLINE EDUCATION ASSOCIATION, Respondent,	)	CASE NO. 1570-U-78-204 DECISION NO. 1054-EDUC FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Lawrence B. Hannah, attorney at law, appeared on behalf of the complainant.

Judith Lonnquist, attorney at law, appeared on behalf of the respondent.

The above-named complainant filed a complaint with the Public Employment Relations Commission on July 13, 1978, wherein it alleged that the above-named respondent had committed unfair labor practices within the meaning of RCW 41.59.140. Rex L. Lacy, a member of the Commission staff, was designated to act as Examiner and to make and issue findings of fact, conclusions of law and order. Pursuant to notice issued by the Examiner on June 26, 1979, hearing on the complaint was scheduled for August 22 and 23, 1979. The hearing was continued until January 17 and 21, 1980. The Examiner having considered the evidence and arguments, makes the following findings of fact, conclusions of law and order.

BACKGROUND

The Highline School District and Highline Education Association had a collective bargaining agreement that was effective from August 1, 1977 to July 31, 1979. That agreement contained a reopener for salaries and medical and dental benefits for 1978-79. Additionally, a Letter of Agreement had expired, and was to be re-negotiated.

During February 1978, Uniserv Director, Sam DeHaven, met with Dr. Thomas Mikel, Administrative Assistant for General Administration and Employee Relations, regarding HEA obtaining a scattergram showing the salary schedule placement of the district's certificated employees. During the course of that meeting, DeHaven's planned Alaska vacation during July was discussed. Mikel voiced no concern at that time about the collective bargaining process being influenced by DeHaven's absence.

Negotiations under the reopener commenced on May 1, 1978. A total of eight negotiation sessions were held during May and June, 1978.

During the course of negotiations, HEA requested specific information regarding salary schedule placement of the staff and concerning estimated medical and dental costs. The District informed HEA that it would be unable to furnish the requested information until late July or early August, when the staff was hired and the cost of the medical and dental programs would be known.

During the June meetings, the district expressed its desire to negotiate during July when DeHaven was scheduled to be on vacation. HEA informed the district that it would not participate in bargaining until DeHaven returned from vacation about August 1, 1980. This case was filed July 13, 1978.

Bargaining resumed on August 4, 1980, and continued throughout the month in bilateral negotiations and also with the assistance of a Commission-appointed mediator.

DeHaven and Mikel reached agreement on the reopener issues in early September, 1978. The final agreement reflected adjustments from the positions held by both parties at the onset of bargaining.

DISCUSSION

The duty to bargain collectively imposed on both of these parties by RCW 41.59.020(2) includes the obligation "to meet at reasonable times in light of the time limitations of the budget-making process". A bargaining agent undertakes, voluntarily, the obligation of bargaining. That is what it is in business to do. When a bargaining agent selects its negotiating team, it has a duty to select people that will be available to carry out the statutory bargaining scheme of meetings at reasonable times and places in good faith effort to reach agreement. The respondent's arguments about "vacation" are absolutely asinine. The summer is the time for teacher/school district bargaining. On the day following the filing of this case, the Commission authorized the Attorney General to seek an injunction pendente lite to compel another educational employee bargaining representative to end a prolonged absence from the bargaining table.[1/] That was, and is, the legal obligation under which this case arose.

1/ Minutes, July 14, 1978 meeting of the Public Employment Relations Commission, re: Olympia School District, Case No. 1546-U-78-202.

The duty to bargain collectively also obligates the employer to provide the exclusive bargaining representative, on request, with bargaining unit information necessary to the bargaining representative for the formulation of its position for negotiations. S. L. Allen & Co., Inc., 1 NLRB 714 (1936).

On the narrow facts of this case, no unfair labor practice violation can be found. The negotiations were on narrow issues, and the district's indicated delay in providing salary placement and insurance information until after August 1, 1978 demonstrated the futility of scheduling meetings during the month of July, 1978. The plethora of cases relied upon by the parties thus are of little help, and DeHaven's absence is an irrelevant, if coincidental, fact.

FINDINGS OF FACT

1. Highline School District No. 401 is a school district created under title 28A RCW and is an employer within the meaning of RCW 41.59.020. Robert Sealey is Superintendent of Schools, Thomas Mikel is Administrative Assistant for General Administration and Employee Relations, and Joseph McKamey is Negotiations Policy Development Specialist.

2. Highline Education Association is an employee organization within the meaning of RCW 41.59.020 and is the exclusive bargaining representative for all non-supervisory certificated employees of Highline School District No. 401. Sam DeHaven is Uniserv Director and Dennis Storkson is president of the Highline Education Association.

3. Highline School District No. 401 and Highline Education Association were parties to a collective bargaining agreement which was effective from August 1, 1977 to July 31, 1979. That agreement contained a reopener for salaries and medical and dental benefits for 1978-1979. Additionally, a class size provision in a separate Letter of Understanding was open for negotiations during July, 1978.

4. As early as February 1978, the respondent made a request of the employer for a scattergram showing salary placement of the certificated staff of the employer.

5. Between May 1, 1978 and June 30, 1978 the parties negotiated regarding the limited issues open for negotiations. Throughout that period of time, neither party made any concessions from their original positions. Most of the bargaining sessions lasted three (3) hours or less.

6. During the negotiating sessions which were held in June, HEA asked the district to provide specific information regarding the certificated staff which would indicate the educational training and years of experience of each employee and the cost of medical and dental benefits, including proposed increased coverage. The employer indicated that it would be unable to comply with HEA's request until late July or early August.

7. Highline School District requested HEA to meet with the district's representative during July, 1978; but HEA declined to meet with the district during July, 1978.

8. Bargaining resumed on August 4, 1980, after the district had provided the data requested by HEA regarding medical insurance costs and a updated scattergram. Dental insurance information was provided to HEA in mid-August, 1978.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.59 RCW.

2. In light of the employer's inability to provide specific information until approximately August 1, 1978 regarding the salaries and medical and dental issue contained in the reopener portions of the collective bargaining agreement, the July hiatus in negotiations was not an unreasonably long delay, and Highline Education Association did not violate RCW 41.59.140(2)(c) by declining to participate in collective bargaining during July, 1978.

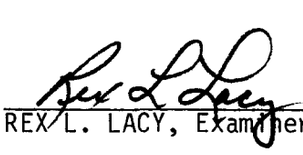
On the basis of the foregoing findings of fact and conclusions of law, the Examiner makes the following:

ORDER

The complaint charging unfair labor practices filed in the above-entitled matter is dismissed.

DATED at Olympia, Washington this 19th day of December, 1980.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



REX L. LACY, Examiner