

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



RAMONA TEACHERS ASSOCIATION,)
)
 Charging Party,) Case No. LA-CE-1896
)
 v.) PERB Decision No. 472
)
 RAMONA UNIFIED SCHOOL DISTRICT,) December 31, 1984
)
 Respondent.)
)

Appearance: Charles R. Gustafson, Attorney for Ramona Teachers Association.

Before Hesse, Chairperson; Tovar and Burt, Members.

DECISION AND ORDER

BURT, Member: The Ramona Teachers Association (Association) appeals the decision of the Public Employment Relations Board's regional attorney who refused to issue a complaint in the above-captioned case. The regional attorney dismissed charges that the Ramona Unified School District (District) violated section 3543.5(a), (b) and (c) of the Educational Employment Relations Act (EERA),¹ and deferred the resolution of those charges to the parties negotiated grievance procedure, pursuant to section 3541.5(a)(2).²

¹EERA is codified at Government Code section 3540 et seq.

²Section 3541.5(a)(2) provides in part:

Any employee, employee organization, or employer shall have the right to file an

In deciding to defer, the regional attorney reviewed the contract and the substance of the charges and considered the District's letter expressing its willingness to proceed to arbitration on the issues it believed to be raised by the charges. The regional attorney apparently did not contact the attorney for the Association for his position on deferral, nor was the attorney for the Association aware of the contents of the District's letter concerning deferral.

On appeal, the Association argues that there is some conflict about the issues raised by the charges and the scope of the arbitration if the charges are deferred. While the result may ultimately be the same, we think it appropriate to remand to the general counsel for further investigation and consideration of the position of all parties in making a determination whether or not to defer. It is so ORDERED.

Member Tovar joined in this Decision.

Chairperson Hesse's dissent begins on page 3.

unfair practice charge, except that the board shall not do either of the following:

(2) issue a complaint against conduct also prohibited by the provisions of the agreement between the parties until the grievance machinery of the agreement, if it exists and covers the matter at issue, has been exhausted, either by settlement or binding arbitration. . . .