

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

NACHES VALLEY EDUCATION ASSOCIATION,)	CASE NO. 6018-U-85-1126
)	
Complainant,)	
)	
vs.)	
)	DECISION NO. 2516-A - EDUC
NACHES VALLEY SCHOOL DISTRICT JT3,)	
)	
Respondent.)	
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NACHES VALLEY SCHOOL DISTRICT, JT3,)	CASE NO. 6023-U-85-1127
)	
Complainant,)	
)	
vs.)	
)	
NACHES VALLEY EDUCATION ASSOCIATION,)	DECISION OF COMMISSION
)	
Respondent.)	
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Faith Hanna, Attorney at Law, Washington Education Association, appeared on behalf of the union.

Lyon, Beaulaurier, Weigand, Suko and Gustafson, by Lonny R. Suko and Richard Wilson, Attorneys at Law, appeared on behalf of the employer.

Examiner J. Martin Smith issued his Findings of Fact, Conclusions of Law and Order in the above-entitled matter on January 9, 1987.

The Examiner found that the Naches Valley Education Association had committed unfair labor practices within the meaning of RCW 41.59.140, by failing and refusing to execute a written contract incorporating terms agreed upon by the parties in collective bargaining, and he issued a remedial order calling for the signing of a contract. The Examiner dismissed unfair labor practice charges filed by the Naches Valley Education Association complaining of the refusal of the Naches Valley School District to re-open negotiations. The Naches Valley Education Association timely filed a petition for review, assigning error to all of the findings and orders against it. The Naches Valley School District timely filed a cross-petition for review, seeking an award of costs and attorneys fees. Both parties filed briefs to the Commission.

The facts are set forth in the Examiner's decision, and will not be repeated here. We have reviewed the record in light of the arguments advanced by the parties, and find no error. We specifically concur with the Examiner's conclusion that, as a matter of law, the employees' acceptance of the benefits of the tentative agreement (in the form of an extra day of work for extra pay) deprived them of the opportunity to thereafter reject the tentative agreement and demand further bargaining.

The authority of this Commission to award costs and/or attorneys fees has been affirmed by the courts, but such remedies have been sparingly used. The arguments advanced in this case by the association were neither frivolous, nor totally lacking in merit, nor an abuse of the processes of this Commission. While we ultimately do not agree with the association as to the proper outcome of this case, we do not find that an extraordinary remedy is called for.

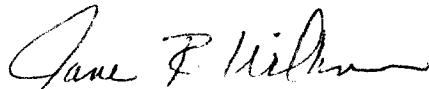
NOW, THEREFORE, it is

ORDERED

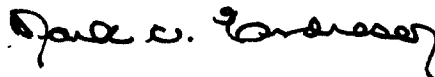
1. The findings of fact, conclusions of law and order issued in the above-entitled matters by Examiner J. Martin Smith as part of Decision 2516 - EDUC are affirmed and adopted as the findings of fact, conclusions of law and order of the Commission.
2. The Naches Valley Education Association shall notify the Executive Director, within thirty (30) days following the date of this Order, of the steps it has taken to comply with the Examiner's order.

ISSUED at Olympia, Washington, this 31st day of July, 1987.

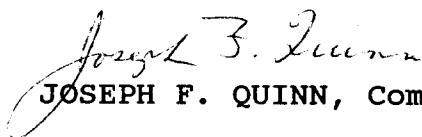
PUBLIC EMPLOYMENT RELATIONS COMMISSION



JANE R. WILKINSON, Chairman



MARK C. ENDRESEN, Commissioner



JOSEPH F. QUINN, Commissioner