



STATE OF CALIFORNIA  
 DECISION OF THE  
 PUBLIC EMPLOYMENT RELATIONS BOARD

PAJARO VALLEY EDUCATION ASSOCIATION,	)	
CTA/NEA,	)	Case No. SF-CE-38
	)	
Charging Party,	)	
	)	PERB Decision No. 51
v.	)	
	)	May 22, 1978
PAJARO VALLEY UNIFIED SCHOOL DISTRICT,	)	
	)	
Respondent.	)	
	)	

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Appearances; Joseph G. Schumb, Jr., Attorney (LaCroix and Schumb) for Pajaro Valley Education Association/CTA/NEA; Keith V. Breon, Attorney (Breon, Galgani and Godino) for Pajaro Valley Unified School District.

Before Gluck, Chairman; Cossack Twohey and Gonzales, Members.

OPINION

On December 20, 1976, the Pajaro Valley Education Association/CTA/NEA filed a charge alleging that the District had initiated payroll deductions for dental and vision care insurance during the course of contract negotiations.<sup>1</sup> The Association charged that by that act the District had made a unilateral change in terms and conditions of employment that violated sections 3543.5 (a), (b) and (c) of the Educational

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<sup>1</sup>The Association was recognized as the exclusive representative of certificated employees of the District on June 10, 1976.

Employment Relations Act.<sup>2</sup> The District's answer to the charge acknowledged that the District had instituted the deductions in question, but stated that it was the accepted past practice of the District to pass on to the employees any increased cost of insurance pending the outcome of discussions. After a hearing before a Public Employment Relations Board (hereafter PERB) hearing officer, the hearing officer submitted a proposed decision dismissing the charge in its entirety. For the reasons set forth below, we affirm the decision of the hearing officer.

#### DISCUSSION

##### I.

The status of exclusive representative carries with it the basic right to determine jointly with the employer all matters related to wages, hours of employment, and other designated terms and conditions of employment. See

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<sup>2</sup>The Educational Employment Relations Act (hereafter EERA) is codified at Government Code sections 3540, et seq.

Section 3543.5 states in pertinent part:

It shall be unlawful for a public school employer to:

(a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.

(b) Deny to employee organizations rights guaranteed to them by this chapter.

(c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

sections 3543.1 (a) and 3543.2.<sup>3</sup> Section 3543.5(c) , which the District in this case is charged with violating, is both a guarantee to the exclusive representative and a caution to the employer that decisions respecting conditions of employment that are within the scope of representation are to be made on the basis of the bilateral act of negotiating in good faith.

The Board has construed section 3543.5 (c) in two cases where the parties disputed whether certain subjects were within

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part: <sup>3</sup>Section 3543.1 (a) states in pertinent

Employee organizations shall have the right to represent their members in their employment relations with public school employers, except that once an employee organization is recognized or certified as the exclusive representative of an appropriate unit pursuant to section 3544.1 or 3544.7, respectively, only that employee organization may represent that unit in their employment relations with the public school employer....

Section 3543.2 states in pertinent part:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to section 3546, and procedures for processing grievances pursuant to sections 3548.5, 3548.6, 3548.7, and 3548.8. . . .

the scope of representation set forth in section 3543.2<sup>4</sup>. The instant case presents the first nonscope related dispute falling under section 3543.5(c).

This Board previously has noted that federal precedents are relevant for guidance in interpreting EERA language where the statutes are similar. Sweetwater Union High School District (11/23/76) EERB Decision No. 4, and see Firefighters Union v. City of Vallejo (1974) 12 Cal.3d 608. In reaching this decision, we take cognizance of case law developed under the Labor Management Relations Act, as amended, (hereafter LMRA).<sup>5</sup>

## II.

Section 3543.5(c) of the EERA is similar to section 8 fa) (5) of the LMRA, which states:

It shall be an unfair practice for an employer ... to refuse to bargain collectively with the representatives of his employees, subject to the provisions of Section 9(a).

The National Labor Relations Board (hereafter NLRB) has long held that section 8(a)(5) requires that the employer negotiate with a bona fide intent to reach an agreement. In re Atlas Mills, Inc. (1937) 3 NLRB 10 [1 LRRM 60]. The standard generally applied to determine whether good faith bargaining

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<sup>4</sup>Fullerton Union High School District (7/27/77) EERB Decision No. 20, and Sonoma County Organization of Public Employees (11/23/77) EERB Decision No. 40, and see Ross School District Board of Trustees (2/21/78) PERB Decision No. 48.

<sup>5</sup>29 U.S.C, section 151 et seq. The Labor Management Relations Act amended the National Labor Relations Act.

has occurred has been called the "totality of conduct" test. See NLRB v. Stevenson Brick and Block Co. (4 Cir. 1968) 393 F.2d 234 [68 LRRM 2086], modifying (1966) 160 NLRB 198 [62 LRRM 1605]. This test looks to the entire course of negotiations to determine whether the employer has negotiated with the requisite subjective intention of reaching an agreement.

There are certain acts, however, which have such a potential to frustrate negotiations and to undermine the exclusivity of the bargaining agent that they are held unlawful without any determination of subjective bad faith on the part of the employer. In NLRB v. Katz (1962) 369 U.S. 736 [50 LRRM 2177] the NLRB found that a unilateral grant of benefits, short of impasse and without notice to the union, constituted per se an illegal refusal to bargain. This position was affirmed by the United States Supreme Court. The court found that just as an outright refusal to bargain with respect to wages, hours and other terms and conditions of employment violates the duty to bargain, so does a unilateral change in the terms and conditions of employment, for such a change is "a circumvention of the duty to negotiate which frustrates the objectives of Section 8(a)(5) much as does a flat refusal." 50 LRRM at pp. 2180. The court stated:

[T]he Board is authorized to order the cessation of behavior which is in effect a refusal to negotiate, or which directly obstructs or inhibits the actual process of discussion, or which reflects a cast of mind against reaching agreement. Unilateral action by an employer without prior discussion with the union does amount to a refusal to negotiate about the affected

conditions of employment under negotiations, and must of necessity obstruct bargaining, contrary to congressional intention. It will often disclose an unwillingness to agree with the union. It will rarely be justified by any reason of substance. (50 LRRM at pp. 2182)

The Katz rule, originally developed in the context of an employer unilaterally granting merit pay increases, applies equally where the employer unilaterally deprives employees of benefits already in existence. Hen House Market (1969) 175 NLRB 596 [71 LRRM 1072] enforced in Hinson v. NLRB (8th Cir. 1970) 428 F.2d 133 [73 LRRM 2667]. For example, in Borden, Inc. (1972) 196 NLRB 1170 [80 LRRM 1240] the NLRB held that the employer violated section 8(a)(5) by unilaterally cancelling an employee insurance plan without first affording the union an opportunity to bargain about the contemplated cancellation. The Board found that the employer's acts gave rise to an "atmosphere of hostility" which discouraged settlement, and that the cancellation of benefits impermissibly infringed on employees' "right to participate, through their bargaining representative, in decisions concerning their wages and other benefits." 80 LRRM at 1244.

While Katz prohibits disturbance of the status quo during negotiations, the NLRB has held that the "status quo" against which an employer's conduct is evaluated must take into account the regular and consistent past patterns of changes in the conditions of employment. The NLRB has held that changes consistent with such a pattern are not violations of the "status quo." Stratford Industries, Inc. (1974) 215 NLRB 682

[88 LRRM ]240]. Compare NLRB v. Allied Products Corp. (6 Cir. 1977) 548 F.2d 644, [94 LRRM 2433], modifying (1975) 218 NLRB 1246 [89 LRRM 1441], in which the NRLB held a wage increase which was not consistent with the employer's past practice to be violative of NLRA section 8(a)(5). Also see Borden, Inc., supra.

### III.

In the present case, the District has acknowledged that it unilaterally instituted the pre-impasse payroll deductions in question. If the District's action was not in accordance with a past practice of paying only an agreed upon sum for health benefits for employees, then the District may be held to have violated section 3543.5 (c). The crucial question, therefore, is whether the District's act was consistent with such a practice.

From October to December of 1973, the District deducted from employees' paychecks the amount of increased premiums for Blue Cross benefits and Long Term Disability Insurance. The District continued this deduction until discussions on the contract were completed, whereupon it compensated employees retroactively for the accumulated amount of the increase.

In November of 1974, the District contracted with a new carrier for dental and vision insurance. The policy of the new insurer required the employees to sign payroll deduction authorization cards in order to enroll in the program. This change in carrier resulted in a savings to the District of

\$100,000. The parties agreed that the savings would be used for fringe benefits, including insurance premium increases. The District paid the entire cost of those benefits for the 1974-1975 school year.

During the 1975-76 school year, the parties entered into a memorandum of understanding which stated, in pertinent part:

The District agrees to maintain and accept responsibility for the continuance of all July 1, 1975, certificated, non-management employee health and welfare benefits, through June 30, 1976. All future changes in the health and welfare fringe benefit package will be subject to the meet and confer process. (Emphasis supplied.)

During the same time period, there was an increase in Blue Cross premiums which the District paid for from the \$100,000 surplus. There was no increase in the premium amount for dental and vision benefits, and the District paid the entire premium as it agreed to do in the memorandum of understanding.

On May 19, 1976, the Association submitted an "interim and partial proposal" relating to its 3976-77 contract. The proposal suggested that the entire cost for insurance premiums be picked up by the District. It indicated that "the urgency behind this request is heightened by the fact that the District must execute a contract with the health and medical plan carrier by July 1, 1976." The proposal stated:

There are two major changes from present policy in our proposal:

(a) A commitment by the District to assume increased annual premiums in the maintenance of all insurance programs. The reasons are

myriad and obvious; and, this is THE priority direction made by an overwhelming majority of our membership. . . . (Emphasis added.)

On July 1, 1976, the District instituted payroll deductions for an increase in Blue Cross benefits.

On July 7, 1976, the Association submitted a proposed contract for the 1976-77 year. The contract proposed that the District pay the entire cost of dental and vision insurance.

On September 15, 1976, the District offered a counterproposal, which stated that the District would maintain both the current insurance programs and the 1975-76 level of premium contributions.

On November 1, 1976, the cost of dental and vision care insurance increased. The District notified the Association that the increased costs would be deducted from employees' paychecks. The District agreed that any settlement on fringe benefits would be retroactive to July 1, 1976. It refused to negotiate the premium increases "piecemeal," and insisted on negotiating an "entire package."

On January 1, 1977, the disputed payroll deductions began.

On the basis of these facts, we conclude that the District's January 1, 1977, institution of payroll deductions for vision and dental insurance was permissible. The record shows that the District had an established practice of paying only a prescribed amount for insurance premiums for employees pending negotiations. The one exception to this

practice—where the District paid for an increase in Blue Cross benefits for the 1975-76 year—was made because of an unexpected windfall caused by the lesser rates of a new insurer. The Association's "partial and interim proposal" of May 19, 1976, acknowledged this past practice, as it indicated that it would be a "major change from present policy" for the District to assume the increased premium amount.

In summary, the facts of this case show an historic and accepted practice of the District contributing only a sum certain for employee health benefits pending the outcome of negotiations. Because of that past practice, the District customarily has passed on to employees the cost of increased insurance premiums. Although the District likely would have violated its negotiating obligation if it had caused employees' insurance coverage to have been decreased or eliminated, we cannot conclude in the face of the past practice of the parties that the District was under an obligation to assume the increased premium cost. For these reasons, the District's passing on of increased premium costs was not a prohibited "change" in the conditions of employment, and the District did not breach its obligation under section 3543.5 (c) to negotiate in good faith.

#### IV.

Two final arguments of the Association remain. First, the Association argues that the District's alleged violation of section 3543.5 (c) constitutes derivative violations of

section 3543.5 (a) and (b). Since the Association has failed to prove that the District's action violated section 3543.5(c), we find it unnecessary to reach the question of whether such derivative violations are possible under the EERA's statutory scheme.

Lastly, the Association contends that the District's institution of payroll deductions violated California law in that (1) the deductions constituted an illegal payroll deduction under California case law (See Aebli v. Board of Education (1944) 62 Cal.2d 706, 751; (2) the deductions were taken without a valid authorization from the employees as required by Education Code sections 44041 and 44042. The hearing officer in this case declined to rule on these alleged violations since they were not relevant in determining whether an unfair practice had been committed in this case. He held that while in some cases willful violations of the law may be relevant to a determination of whether an unfair practice has been committed, the determination of whether the District acted illegally in this case did not hinge on the alleged statutory violations. We affirm the hearing officer's reasoning and conclusion on this issue.

ORDER

The charge filed by Pajaro Valley Education Association/CTA/NEA against Pajaro Valley Unified School District is hereby DISMISSED.

Date: April 19, 1978

By: Harry Gluck, Chairman

Jerilou Cossack Twohey  
Member

Raymond J. Gonzales Member

STATE OF CALIFORNIA

EDUCATIONAL EMPLOYMENT RELATIONS BOARD

In the matter of: )  
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PAJARO VALLEY EDUCATION ASSOCIATION, )  
CTA/NEA, )  
Charging Party, )  
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vs. ) CASE No. SF-CE-38  
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PAJARO VALLEY UNIFIED SCHOOL DISTRICT, )  
Respondent. )  
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Appearances: Joseph G. Schumb, Jr., Attorney (La Croix and Schumb) for Pajaro Valley Education Association CTA/NEA; Keith V. Breon, Attorney (Breon, Galgani and Godino) for Pajaro Valley Unified School District.

Before Gerald A. Becker, Hearing Officer

STATEMENT OF THE CASE

On December 20, 1976, the Pajaro Valley Education Association CTA/NEA (hereinafter "Association") filed an unfair practice charge against the Pajaro Valley Unified School District (hereinafter "District") alleging a violation of Government Code §3543.5 (a); (b) and (c).

The Association essentially alleges that effective January 1, 1977, the District unilaterally instituted a payroll deduction for premium increases in the employees' vision and dental care insurance benefits.

The hearing on this matter was held on March 21 and 22, 1977 at the EERB offices in San Francisco, California. At the start of the hearing, the District was permitted to orally amend its answer to include the affirmative defense that the Association waived its right to file the unfair practice charge by reason of the fact that it did not file

an unfair practice charge with respect to a similar payroll deduction initiated by the District on July 1, 1976 for an increase in Blue Cross insurance premiums. (See EERB Regulation 35012 (b).)

#### FINDINGS OF FACT

The District is an employer and the Association is an employee organization within the meaning of the Educational Employment Relations Act (EERA). On June 10, 1976, after a close election against the Pajaro Valley Federation of Teachers, the Association became the exclusive representative for the certificated employees' negotiating unit.

The District's contract with its insurance carrier for employees' vision and dental care benefits, Great-West Life Assurance Company, expired on October 31, 1976. The contract provided for automatic renewal unless cancelled. The District was aware in July, 1976 that renewal of the contract would result in premium increases, which turned out to be \$15.19 a month per employee. The premium increases were discussed at six or seven negotiating sessions prior to the filing of the unfair practice charge. In addition, the Association proposed different, more expensive carriers for the vision and dental benefits. Fringe benefits, including dental and vision care, were a high priority in negotiations for the Association.

At an October 1, 1976 and subsequent negotiating sessions, the Association warned the District that if it did not pick up the premium increases without a payroll deduction for employees, its members would be upset and negotiations could be jeopardized. Loss of membership was not mentioned because at the time the Association was conducting a very successful recruiting program. While it agreed that any settlement on fringe benefits would be retroactive to July 1, 1976, the District refused to negotiate the premium increases "piecemeal",

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<sup>1</sup>Gov. Code §§3540 et seq.

but rather insisted on negotiating an entire package. The District was concerned because reduction in class size also was a high priority for the Association. A reduction in class size would lead to increased costs for the District and therefore it did not want to settle economic items until the class size issue also was settled. In addition, the school board wanted to put the money into salary, rather than into the fringe benefits program which already was high. In fact, the benefits program was somewhat better than average.

After some delays the District initiated the payroll deductions for the increased dental and vision care premiums for all employees, certificated, classified, and management, on January 1, 1977. Negotiations for this year had not concluded at the time of the hearing.

After the payroll deductions began, Association representatives and negotiating team members received many inquiries and complaints concerning the payroll deductions. There also was pressure on the negotiating team to settle early. There is insufficient evidence to determine whether the Association lost any membership because of the payroll deduction.

The following District policy resulted from the 1975-76 memorandum of understanding between the District and the Certificated Employees Council under the Winton Act<sup>4</sup>:

"...The district agrees to maintain and accept responsibility for the continuance of all July 1, 1975, certificated, non-management employee health and welfare benefits thru June 30, 1976. All future changes in the health and welfare fringe benefits package will be subject to the meet and confer process."

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<sup>2</sup>Former Education Code §§13080 et seq., repealed effective July 1, 1976.

In 1975-76, and since the 1973-74 school year, it was the practice in certificated employee negotiations to negotiate on the basis of a total dollar amount for salaries and other economic benefits.

From October to December 1973, the District made payroll deductions for increased premium costs of Blue Cross, vision and disability benefits. These premium increases were retroactively paid by the District upon conclusion of negotiations. From January 1974 thru June 1976, the District made payroll deductions for some employees for their Blue Cross coverage for dependents. Since July 1, 1976, the District has been making payroll deductions for all employees for increased Blue Cross premiums. The District never has picked up increased health care premium costs prior to settlement of negotiations except for a July 1, 1975 Blue Cross increase which was paid for by the District,, pursuant to the 1974-75 memorandum of understanding with the Certificated Employees Council, with money saved by a previous change in insurance carriers.

During negotiations both parties have changed their positions on fringe benefits. However, the Association has not dropped its proposal to change insurance carriers.

#### ISSUES

Did the District's payroll deduction of the vision and dental care premium increases:

(a) constitute an unlawful unilateral action without meeting and negotiating in good faith in violation of Government Code §3543.5(c)?

(b) deny the Association its right to represent members of the negotiating unit in violation of Government Code §3543.5(b)?

(c) impose reprisals on employees and interfere with their right to be represented by an exclusive representative in violation of Government Code §3543.5(a)?

#### DISCUSSION

1. The District's payroll deduction of the vision and dental care premium increase was not unlawful, but rather maintained the status quo during negotiations.

There is a strong presumption that unilateral action by an employer during negotiations to grant, increase or decrease benefits under negotiation is per se an unlawful refusal to negotiate in good faith. Despite the June 30, 1976 limitation in the District's insurance benefits policy, absent compelling justification it is obligated to maintain the status quo and not change existing working conditions or benefits pending negotiation of the new 1976-77 contract. NLRB v. Katz (1962) 369 U.S. 736, 50 LRRM 2177; Borden, Inc. (1972) 196 NLRB 1170, 80 LRRM 1240, 1244. A similar rule has been adopted in other states. See, e.g. Triborough Bridge and Tunnel Authority (N. Y. 1972) 5 PERB 3064; Cumberland Valley School District (Pa. 1975) 6 PPER 211; Piscataway Township Board of Education (N.J. 1975) 1 NJPER 49. The Association contends that the District's action in making payroll deductions for the vision and dental care premium increases constituted a unilateral reduction in salary during negotiations since employees' take-home pay was lowered.

The Association's contention that a lower take-home pay is equivalent to a reduction in salary is untenable. Pertinent Education Code provisions do not define salary in terms of net, rather than gross, pay. See Education Code §§45023, 45028. Increases in social security, federal or state tax withholdings, or indeed in organizational dues withheld pursuant to Government Code §3543.1 (d), similarly would reduce take-home pay. It would be implausible to contend that increases in

these withholding items entirely outside the District's control would be unlawful, unilateral salary decreases. But the vision and dental care premium increases imposed by the insurance carrier also were not within the District's control. Unless cancelled, the policies were automatically renewed. If the District had cancelled the policies, it would have been subject to an unfair charge for a unilateral reduction of benefits under the rationale of NLRB v. Katz.

In the hearing officer's opinion, it is more logical to characterize the payroll deductions as a decrease in health benefits since employees now have to contribute to obtain the same level of vision and dental care benefits previously provided solely at District expense. In any event, however the payroll deductions are characterized, it is necessary to examine the District's past practice with respect to health care premium increases to determine whether the payroll deductions disturbed the status quo and therefore constituted an unlawful, unilateral action.

As set forth in the findings of fact, the evidence demonstrates that the District's past practice has been not to pay for health care premium increases until the conclusion of negotiations. The one exception, the July 1, 1975 Blue Cross increase, was a special circumstance in that the District agreed to use a one-time savings to offset future increases. After the savings had been exhausted, the District reverted to its previous practice and made a payroll deduction for the July 1, 1976 Blue Cross premium increase. In view of this past practice, it cannot be said that the District's refusal to pick up the vision and dental care premium increases constituted bad faith negotiations under

Government Code S3543.5(.c). Cf. E. W. Scripps Co. (1951) 94 NLRB 227, 229-30, 28 LRRM 1033.

It is further found that the payroll deductions did not change the status quo because during the past few years it has been the practice to negotiate in terms of a total dollar amount rather than for specified working conditions and benefits. In a May 19, 1976 memorandum to the school board, the Association itself characterized its proposal that the District assume increased premiums in all insurance programs as a "major change from present policy." This being the case, the District committed itself only to a certain total dollar amount for fringe benefits rather than a specified level of fringe benefits without regard to cost. After the payroll deductions in issue, the District continued to provide the same dollar amount of health insurance benefits and therefore the status quo was unchanged.

2. Alleged violations of the Education Code on the part of the District do not constitute unfair practices.

The Association further argues that in making the payroll deductions for the vision and dental care premium increases, the District violated the Education Code in two respects: (1) its action constituted an illegal mid-year reduction in salary (see Aebli v. Board of Education (1944) 62 C.A. 2d 706, p.751, 145 P. 2d 601); and (2) there was no valid, written authorization from the employees for the deductions (Education Code §§44041, 44042).

The hearing officer agrees with the District that these alleged violations of the Education Code are not determinative of whether an unfair practice was committed in this case. The sole question

to be decided is whether unfair practices were committed in violation of Government Code §3543.5. This determination is independent of the question of whether any other violations of law also occurred.

This is not to say that other violations of law never would be relevant in an unfair practice case. For example, a deliberate violation of another law could be relevant in an appropriate case to prove intent or motivation. But there is no need to reach this question in the present case. Accordingly, no determination is made on the District's alleged violations of the Education Code.

3. The District's payroll deduction of the vision and dental care premium increases did not violate Government Code §3543.5 (a) or (b).

Having found that the payroll deductions did not constitute a refusal to meet and negotiate in good faith under Government Code §3543.5(c), it follows that there can be no derivative violations of subsections (a) or (b) on that ground. Nevertheless, independent violations of these two subsections may still be proved.

The Association argues that the payroll deductions upset its members and caused a membership drop as well as pressure on the negotiating team to settle early. The Association warned the District that the payroll deductions would upset its members and possibly jeopardize negotiations, and it accordingly wanted to settle vision and dental care benefits before other negotiation items. Against the backdrop of a recent, close election victory over the rival organization, the Association contends that the effect of the District's refusal to settle these items separately was to weaken the Association's support and negotiating posture.

Taking loss of membership first, the Association did not tell the District that loss of membership might result if the premium increases were payroll deducted. The Association was conducting a successful recruiting program at the time and thus there was no reason to anticipate a membership loss. Furthermore, both parties presented only hearsay evidence of membership figures: the Association, that membership had dropped after the payroll deductions; the District, that membership had risen slightly. Hearsay evidence alone is insufficient to support any finding on membership loss (EERB Regulation 35026(a)) and therefore the Association has not sustained its burden of proof on this point. (See EERB Regulation 35027.)

As to the Association's remaining contentions, it is uncontested that the payroll deduction upset Association members and caused pressure to be put on the Association negotiating team to settle early so that the deductions would end. However, the District refused to settle vision and dental care benefits separately for legitimate reasons. In view of the circumstances, the District's position that it would negotiate only an entire package was justifiable. Reduction in class size could be very expensive and it was reasonable for the District not to commit itself on any economic items until this major issue was settled. The fact that negotiations historically have been based on a total dollar amount does not mitigate against the District's stance because no evidence was presented that the parties agreed on a specific dollar total for this year's negotiations.

Furthermore, the Association never dropped its proposal to change to vision and dental carriers which are more expensive than Great-West. The District's refusal to accept the Association's choice of carriers for valid economic reasons does not constitute bad faith negotiations. Medical Manors, Inc. (1973) 201 NLRB 188, 82 LRRM 1222.

Finally, it is noted that "entire package" negotiations is a usual method of conducting negotiations.

Therefore, it is found that the District was justified in not settling vision and dental care benefits separately and no violation of Government Code §3543.5 (a) or (b) occurred.

#### CONCLUSIONS OF LAW

The District's payroll deduction of the vision and dental care premium increases:

(a) did not constitute an unlawful unilateral action without meeting and negotiating in good faith in violation of Government Code §3543.5(c).

(b) did not deny the Association its right to represent members of the negotiating unit in violation of Government Code §3543.5(b).

(c) did not impose reprisals on employees and interfere with their right to be represented by an exclusive representative in violation of Government Code §3543.5(a).

#### ORDER

The unfair practice charge filed by the Pajaro Valley Education Association CTA/NEA is hereby dismissed.

Pursuant to Title 8, Cal. Admin. Code §35029, this recommended decision and order shall become final on June 22, 1977 unless

a party files a timely statement of exceptions. See 8 Cal. Admin.  
Code §35030.

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**GERALD A. BECKER**  
Hearing Officer

Dated: June 10, 1977