

agreement which took effect in July, 1986, and will be in effect until June, 1990. A clause in the collective bargaining agreement states as follows:

The local supplement schedule for FY 1988 will be as provided in Appendix 'B' unless the Board passes a current expense tax referendum during FY 1987, in which case Article XV will be automatically reopened for negotiations as of July 1, 1987. [Article XV, 15.2]

In May, 1987, the residents of the Seaford School District passed a current expense tax referendum. Beginning in July, 1987, representatives of the Board of Education and SEA met on several occasions in order to conduct further negotiations pursuant to Article XV, section 15.2 of the Agreement.

The parties were unable to reach agreement by September 1, 1987. On or about September 1, 1987, representatives of the SEA rejected proposals made by the Board of Education, declared negotiations to be at an impasse and sought the appointment of a mediator by the Public Employment Relations Board.

Subsequent to September 1, 1987, the Board of Education made repeated requests that SEA return to the bargaining table and continue the discussions which Respondent had broken off. The SEA responded that it would meet in the presence of a mediator. The Board of Education took the position that the appointment of a mediator was not required by state law and pursued its legal rights in opposing the appointment of a mediator by the Public Employment Relations Board. The Board of Education maintained this position until the issue was

decided by Chancellor William T. Allen on February 5, 1988. Seaford Bd. of Education and Seaford School District v. Seaford Education Assn., Del.Ch., C.A. 9491.

The SEA declined the Board's request for continued negotiations without a mediator. No formal negotiations took place between the parties between September 1, 1987 and January 25, 1988, but several informal discussions between members of the SEA and members of the Board and administration did occur, including a meeting on October 1, 1987, between Board members Jean Allen and Gladys Briggs and four members of the SEA negotiating team, a meeting between the two bargaining teams in early November, 1987, a meeting between the two chief negotiators in November or December, and a meeting between members of the SEA negotiating team and the District Superintendent. Negotiations issues were discussed at each meeting.

On September 10, 1987, the SEA issued a statement to the media alleging that the average Seaford teacher's salary had ranked near the bottom of the State for the last two years and that Seaford was one of the wealthier districts in Kent and Sussex Counties. The District Superintendent gave an interview on WBOC, a Salisbury, Maryland TV station, on September 15, 1987. On or about September 23, 1987, the SEA issued a "statement" which was quoted in the print media. The statement, inter alia, alleged "inappropriate spending priorities" in the Seaford School District. In a Seaford Leader newspaper article on September 30th, Board of Education representatives reiterated their position that the Board's proposal was fair. On October 2, Superintendent Knorr held a press conference and released the Board's last pre-impasse proposal to various news media representatives. On or

about October 10, 1987, representatives of the SEA convened a press conference. At the conference, SEA representatives apparently state, inter alia, that the School District ought to "put its money where its priorities should be". In response to the SEA's press campaign, Superintendent Knorr phoned the Seaford Leader and the Seaford Banner and gave them a document which included salary figures based on the Board's last pre-impasse proposal for teacher pay in the contract negotiations, as well as for salaries for administrators.

Prior to October 14, 1987, the SEA apparently gave the print media a private letter which it had transmitted to Mrs. Jean Allen, President of the Seaford Board of Education.

On November 4, 1987, the SEA sponsored an advertisement criticizing the Board of Education for positions it had taken before the Public Employment Relations Board. On November 4, 1987, the Seaford Leader and the Seaford Banner published letters from the SEA describing the SEA's "anger" with the Board of Education.

On or about November 11, 1987, SEA representative Dan Cannon told a reporter from the Seaford Banner that "the Board is attempting to prevent negotiations of some, or all, of local taxes, interest, new funds from the state and income from federal sources". On December 9, 1987, the Seaford Banner quoted the SEA as stating that the Board of Education "arbitrarily and illegally decided that it can determine which monies it will negotiate".

On or before January 13, 1988, the SEA sent a letter to the Editor of the Seaford Banner alleging that the Board of Education has "permitted/encouraged its agents to illegally interfere in the negotiations process" and has "use(d) legal maneuvers to delay

fulfilling its responsibilities to Seaford teachers, students, parents and the community at large". On or about January 13, 1988, the SEA negotiations team again sent to the Editor of the Seaford Leader a copy of the private letter it had sent to Seaford Superintendent Dr. Russell Knorr. The letter, inter alia, states that "no formal negotiations have taken place since September 9, 1987, putting a severe strain on everyone".

The Seaford Board of Education filed this charge on January 25, 1988, alleging that the Seaford Education Association had violated section 4007 (b)(2) of the Public School Employment Relations Act 1 through "the persistent, concerted refusal of the SEA and its representatives to continue negotiations with the Board of Education, while conducting a unilateral campaign to advance its arguments in the press". The parties submitted a stipulation of relevant facts and agreed to brief the legal issues. The final brief was filed on August 19, 1988.

1 14 Del.C. section 4007 (b)(2) provides:

It is an unfair labor practice for a public school employee or for an employee organization or its designated representative to do any of the following:

- (2) Refuse to bargain collectively in good faith with the public employer or its designated representative if the employee organization is an exclusive representative.

OPINION

The requested remedy of the Charge filed by the District "demands that the Public Employment Relations Board order the Seaford Education Association to bargain in good faith and to cease and desist from making unilateral statements to the press about substantive issues involved in negotiations until the current negotiations have been concluded".

On May 16, 1988, the District and the Association concluded their negotiations by entering into an agreement on all of the issues being negotiated.

In light of the remedy sought, the agreement of the parties has effectively removed the need to rule on the merits in this case. The issue is no longer ripe for decision; accordingly, this charge is dismissed.

CONCLUSIONS OF LAW

1. The Board of Education of the Seaford School District is a Public Employer within the meaning of 14 Del.C. section 4002(m).
2. The Seaford Education Association is an Employee Organization within the meaning of 14 Del.C. section 4002(g).
3. The Seaford Education Association is the Exclusive Bargaining Representative of the certificated professional employees of the Seaford School District within the meaning of 14 Del.C. section 4002(j).
4. The Board of Education and the Seaford Education

Association successfully concluded their contractual negotiations on
May 16, 1988.

5. For the reasons stated above, the complaint is dismissed.

IT IS SO ORDERED.

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