

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



SANTA ANA EDUCATORS ASSOCIATION,)
CTA/NEA,)
Charging Party,) Case No. LA-CE-3382
v.) Motion for Consolidation
SANTA ANA UNIFIED SCHOOL DISTRICT,) PERB Order No. Ad-257
Respondent.) July 8, 1994

MONTEREY BAY TEACHERS ASSOCIATION,)
CTA/NEA,)
Charging Party,) Case No. SF-CE-1664
v.)
MONTEREY PENINSULA UNIFIED SCHOOL)
DISTRICT,)
Respondent.)

Appearances: California Teachers Association by Charles Gustafson, Attorney, for Santa Ana Educators Association, CTA/NEA; California Teachers Association by Ramon E. Romero, Attorney, for Monterey Bay Teachers Association, CTA/NEA; Breon, O'Donnell, Miller, Brown & Dannis by Claudia P. Madrigal, Attorney, for Santa Ana Unified School District and Monterey Peninsula Unified School District.

Before Blair, Chair; Caffrey and Johnson, Members.

DECISION

BLAIR, Chair: This case is before the Public Employment Relations Board (PERB or Board) on a motion filed jointly by the Santa Ana Unified School District and the Monterey Peninsula Unified School District (collectively "Districts") to consolidate these cases for decision. Each case is before the Board on appeal of a PERB administrative law judge's denial of a motion to dismiss and defer to arbitration.

The Board has previously consolidated cases for decision on the basis of their identity of facts and similarity of issues. (Chaffey Joint Union High School District (1988) PERB Decision No. 669; California School Employees Association (Gilligan) (1991) PERB Decision No. 899.)

The facts, specifically the alleged violations, in the cases proposed for consolidation are very different. At issue in Santa Ana Unified School District, Case No. LA-CE-3382, is the district's alleged interference with an employee's protected rights. In Monterey Peninsula Unified School District, Case No. SF-CE-1664, it is alleged that the district unilaterally eliminated a casework period. The contract provisions alleged to prohibit these violations are as distinct as the issues in the underlying cases. Since PERB's decision on deferral to arbitration starts with consideration of the parties' collective bargaining agreement (CBA), it would appear that an analysis of the language of each contract is necessary to resolve that case. There is no showing that the language of one CBA is related or dependent on the other. Accordingly, the Board finds that it would be inappropriate for the Board to consolidate these cases.

ORDER

The motion to consolidate Case No. LA-CE-3382 and Case No. SF-CE-1664 is hereby DENIED.

Members Caffrey and Johnson joined in this Decision.