STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

ORGANIZED CLASSIFIED ASSOCIATION OF OROVILLE / WEA,	)	
Complainant,	)	CASE 12679-U-96-3028
vs.	)	DECISION 6209-A - PECB
OROVILLE SCHOOL DISTRICT,	)	
Respondent.	)	DECISION OF COMMISSION

Faith Hanna, Office of General Counsel, Washington Education Association, appeared for the union.

Robert D. Schwerdtfeger, Labor Relations Consultant, appeared for the employer.

This case comes before the Commission on a petition for review filed by the Oroville School District, seeking to overturn a decision issued by Examiner J. Martin Smith.[1]

BACKGROUND

The Oroville School District (employer) is the public employer involved in this proceeding. During the period of time at issue in this proceeding, Lorren Hagen was the superintendent of schools. Phil Rohn and Vic Elmore have been principals at the employer's elementary school.

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[1] Oroville School District, Decision 6209 (PECB, 1998).

John Marts is a custodian at the elementary school. In June of 1993, Principal Rohn completed a performance evaluation which rated Marts satisfactory in all areas without further comment. In June of 1994, Rohn again rated Marts satisfactory in all areas, and stated:

> John is very conscientious about his job and has to work well with both teachers and administration. Goal: John will attend workshops on floor care during the upcoming year.

In June of 1995, Rohn rated Marts satisfactory in all areas, stating:

> John is dedicated to his job at Oroville Elementary School. John communicates well with the principal and responds well to suggestions for improvement. John will attend inservice as decided and directed by the District.

In summary, the record does not reflect any negative evaluations concerning Marts prior to the onset of this controversy.

In 1995, Marts became actively involved in organizing the employer's classified employees for the purposes of collective bargaining. In the autumn of 1995, Organized Classified Association of Oroville, an affiliate of the Washington Education Association (union), was certified as exclusive bargaining representative of a wall-to-wall bargaining unit of the employer's classified employees.[2] Marts served as president and negotiator for the local union during the 1995-96 school year.

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[2] Notice is taken of the Commission's records for Case 11769-E-95-1929.

In the autumn of 1995, Hagen and Elmore told Marts not to talk to the bus drivers when they were in the school buses, and that he should not talk to anyone when he worked in the cafeteria. One of the bus drivers was the vice president of the union at that time, and also substituted for Marts as a custodian.

During the Christmas break of 1995, Marts informed Elmore that the custodians would be resurfacing the cafeteria. Elmore told him not to wax over any dirt in the corners, and that he was being watched.

The parties' negotiations for a first contract were difficult. At their first meeting to discuss negotiations for a collective bargaining agreement, Superintendent Hagen told the union that it would be necessary to wait until the results of a levy election on February 6, 1996 were known. A meeting was scheduled for February 14, 1996, but the employer postponed that meeting. The employer filed unfair labor practice charges which were partially dismissed for failure to state a cause of action.[3] Mediation was requested. During the first mediation session, the employer's team walked out during the union's opening statement, because of objections to the tone and content of the statements.

On June 17, 1996, Elmore evaluated John Marcille, another custodian at the elementary school. Marcille was rated satisfactory in all areas, without further comment. On June 26, 1996, Elmore rated Greg Noel, also a custodian at the elementary school. Noel was rated satisfactory in all areas, and Elmore commented "I hear very few complaints from staff about Greg's work". Regarding the area of "attendance/punctuality", Elmore stated on Noel's evaluation, "I have some concerns about absence and notification of such. We need

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[3] See, Oroville School District, Decision 5214 (PECB, 1995).

lead time to find a substitute. Being on time to work is very important".

On June 26, 1996, Marts received a job performance evaluation completed by Elmore and marked "satisfactory" in the areas of attendance/punctuality and attitude toward students/staff. In the area of "meets job description", Elmore circled both "satisfactory" and "unsatisfactory". On the evaluation form, Elmore stated:

> John needs to improve in the following areas:
> 1. Produce quality work and develop pride in how the building looks.
> 2. Spend more time working and less time talking.
> 3. Develop personal goals and schedules for intermittent tasks so they are done on a consistent basis, (i.e. windows, dusting, boiler room and janitor area clean up).
> 4. Improve waxing - corners, entries, mop-boards - show waxed over dirt.
>
> I see John involved mainly in a daily routine of items without other items getting done other than emergency items (small maintenance for teachers, etc.) I see substitute janitors doing the intermittent items instead.

The evaluation upset Marts, particularly the direction to "produce quality work and develop pride in how the building looks", because he thought he already performed his work in a way that promoted pride. Marts told Elmore that he did not think the evaluation was fair. Although Marts' version of what transpired was disputed by Elmore, Marts claimed that Elmore told him "some of this could be because of my union activities".

On September 3, 1996, the union filed a complaint charging unfair labor practices, alleging the employer violated RCW 41.56.140(1) by discriminating against employees and interfering with employee

rights. A deficiency notice was issued September 30, 1996, and the union filed an amended complaint on October 21, 1996.

The union alleged that, on or about June 26, 1996, Principal Elmore presented Marts with an unsatisfactory written evaluation for the first time in 16 years, without prior warning or suggestion about his performance, that Elmore held Marts to a higher standard than other custodians, and that Elmore required Marts to perform his duties in a matter not required of other custodians. The union alleged that only three of six custodians received written evaluations during the 1995-96 school year, and only Marts received an unsatisfactory evaluation. The union alleged that when the principal discussed Marts' performance with him in June of 1996, the principal stated that the evaluation was related to Marts' union activities, and that the unsatisfactory evaluation was motivated by the anti-union animus of employer representatives involved in the evaluation process. The union alleged the employer discriminated against Marts because of his union activities and interfered with, restrained, and coerced Marts in the exercise of his rights guaranteed under RCW 41.56.150(1) [sic]. The union sought an order requiring the employer to withdraw the evaluation, to evaluate Marts on the same standards as other custodians, and to pay costs and attorney fees.

Examiner J. Martin Smith held a hearing and issued his decision on February 11, 1998. The Examiner concluded that the Oroville School District was substantially motivated by anti-union animus in issuing a written evaluation of John Marts for the 1995-96 school year which contained negative and/or ambiguous ratings, and by its confusing and misleading oral explanations of the meaning and effect of that evaluation, and therefore committed an unfair labor practice under RCW 41.56.140(1). The Examiner ordered the employer

to withdraw the written evaluation issued to Marts, and to include a copy of the order in Marts' personnel file as an attachment to any evaluation substituted for the withdrawn document.

POSITIONS OF THE PARTIES

The employer claims that the Examiner misread the record, and cites error in numerous Findings of Fact of the Examiner's decision. The employer argues there is no evidence in the record to demonstrate the employer restrained or coerced employees. It asks the Commission to vacate the Examiner's decision as without merit.

The union argues that it presented a prima facie case of discrimination on the basis that Marts had been active in the union and that his activity was well known to the employer, that Marts had received satisfactory performance evaluations prior to his union activity, and that Marts was singled out because of his union activity. The union argues that the employer's reasons for the unsatisfactory evaluation are pretextual, citing the lack of warnings or reprimands prior to the evaluation, and claims that union activities were a substantial factor in the unsatisfactory evaluation.

DISCUSSION

The Legal Standards

Chapter 41.56 RCW prohibits employers from interfering with or discriminating against the exercise of the rights secured by the collective bargaining statute:

> RCW 41.56.040 RIGHT OF EMPLOYEES TO ORGANIZE AND DESIGNATE REPRESENTATIVES WITHOUT INTERFERENCE. No public employer, or other person, shall directly or indirectly, **interfere with, restrain, coerce, or discriminate against any public employee** or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, or in the free exercise of any other right under this chapter.
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> [Emphasis by **bold** supplied.]

Enforcement of those statutory rights is through the unfair labor practice provisions of Chapter 41.56 RCW:

> RCW 41.56.140 UNFAIR LABOR PRACTICES FOR PUBLIC EMPLOYER ENUMERATED. It shall be an unfair labor practice for a public employer:
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> (1) **To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;**
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> (2) To control, dominate or interfere with a bargaining representative;
>
> (3) **To discriminate against a public employee who has filed an unfair labor practice charge;**
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> (4) To refuse to engage in collective bargaining.
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> [Emphasis by **bold** supplied.]

Authority to hear, determine and remedy unfair labor practices is vested in the Commission by RCW 41.56.160.

The Discrimination Allegations

A discrimination violation occurs under Chapter 41.56 RCW when an employer takes action which is substantially motivated as a reprisal against the exercise of rights protected by Chapter 41.56

RCW. See, Educational Service District 114, Decision 4361-A (PECB, 1994) and Mansfield School District, Decision 5238-A and 5239-A (EDUC, 1996).

The Supreme Court of the State of Washington has established the standard of proof for "discrimination" cases. Wilmot v. Kaiser Aluminum, 118 Wn.2d 46 (1991); Allison v. Seattle Housing Authority, 118 Wn.2d 79 (1991). A complainant has the burden to establish a prima facie case of discrimination, including that: (1) the employee has participated in protected activity or communicated to the employer an intent to do so; (2) the employee has been deprived of some ascertainable right, benefit or status; and (3) there is a causal connection between those events. If that burden is met, the employer has the opportunity to articulate legitimate, nonretaliatory reasons for its actions. The burden remains on the complainant to prove, by a preponderance of the evidence, that the disputed action was in retaliation for the employee's exercise of statutory rights. That may be done by showing that: (1) the reasons given by the employer were pretextual; or (2) union animus was nevertheless a substantial motivating factor behind the employer's action.

The Prima Facie Case

Exercise of Protected Right -

Marts served as president of the local union, attended negotiations and served as a spokesperson within the community during the parties' negotiations for their initial collective bargaining agreement, all during the 1995-1996 school year for which the disputed evaluation was written. Marts clearly exercised rights protected by the collective bargaining statute.

Discriminatory Deprivation -

Marts received a performance evaluation with a lower rating than the evaluations for the three years immediately prior to the 1995-96 school year. The evaluation received in June of 1996 noted unsatisfactory performance in certain areas, and stated that he needed to improve. Marts was upset with having been rated in that manner while other custodians received satisfactory evaluations. Job evaluations are often considered by employers and arbitrators in making judgments about matters affecting job security, such as layoffs, discipline, and discharge, and so affect employee working conditions. The complainant satisfied this element of the prima facie case.

Causal Connection -

The timing of adverse actions in relation to protected union activity can serve as circumstantial evidence of a causal connection between protected activity and adverse action.[4] As the Examiner stated, the union's certification as exclusive bargaining representative and Marts' emergence as a union leader were recent developments when the disputed evaluation was issued.

In addition, the Examiner credited Marts' testimony that Elmore told him the evaluation could have something to do with his union activities. As the Commission has previously noted:

> We attach considerable weight to the factual findings and inferences therefrom made by our Examiners. They have had the opportunity to personally observe the demeanor of the witnesses. The inflection of the voice, the coloring of the face, and perhaps the sweating

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[4] City of Winlock, Decision 4784-A (PECB, 1995); Mansfield School District, Decision 5238-A (EDUC, 1996); and Kennewick School District, Decision 5632-A (PECB, 1996).

> of the palms, are circumstances that we, as Commission members are prevented from perceiving through the opaque screen of a cold record. This deference, while not slavishly observed on every appeal, is even more appropriate of a "fact oriented" appeal ...

City of Pasco, Decision 3307-A (PECB, 1990), citing Asotin County Housing Authority, Decision 2471-A (PECB, 1987); Educational Service District 114, Decision 4361-A (PECB, 1994). See, also, Seattle School District, Decision 5237-B (PECB, 1996).

Crediting Marts' testimony about Elmore's comment, it would appear that the evaluation was based, at least in part, on anti-union animus harbored by the employer. Anti-union animus can be evidenced in comments by employer representatives. See, e.g., Mansfield School District, Decision 5238-A (EDUC, 1996).

We also find support for a causal connection in an inference that the admonition that Marts was to stop talking with the bus drivers related to his role as a union leader. This is particularly true because one of those bus drivers was the union vice-president.

Because of the timing of the events, the evidence of anti-union animus, and the constraints placed on Marts' communications with fellow employees, we are persuaded there is a basis to infer a causal connection between Marts' union activity and his 1995-96 performance evaluation.

The Employer's Articulation of Defenses

The employer defends on the basis that Marts' performance evaluation was not unlike the employer's previous comments to Marts about the need to improve, that Marts was not judged unsatisfactory overall, that the evaluation was not ambiguous, and that discipline

would not have ensued after the evaluation. The employer maintains that it has a right to evaluate its employees, and that the comments on Marts' 1995-96 evaluation related to job duties or were constructive criticism. Asserting that other employees served on the union bargaining team and in union leadership positions, the employer seems to contend that the Commission cannot make a fair judgment when the evaluations of only three employees are in the record of the case. The employer also claims that union representatives Warren Henderson and Ken Ivey were in trouble with the new local union, and seized upon the evaluation issued to Marts in June of 1996 as a way to win back the hearts and minds of a disillusioned new bargaining unit critical of the way they were conducting bargaining.

As at least a portion of the employer's defense, which is essentially that Marts has nothing to complain about, contains legitimate and nonretaliatory reasons for its actions, the burden remains on the complainant to prove that the employer's actions were in retaliation for the exercise of statutory rights.

Substantial Motivating Factor / Pretext Analysis

We are affirming the Examiner's conclusions that Marts' 1995-96 evaluation was substantially motivated by anti-union animus on the part of the employer, chiefly for the following reasons:

1. The evaluation is ambiguous. Contrary to the employer's claims, the record shows the evaluation is different than evaluations of other employees, and different than previous evaluation of Marts. The circling of both the "satisfactory" and "unsatisfactory" ratings for the same category left Marts to wonder what rating he was really being given. Parts of the

comments are also unclear: "Produce quality work and develop pride" is not specific direction to an employee.

2. The employer's claims about the evaluation's effect are also ambiguous. On one hand, the employer attempts to convince us that it was not a precursor to discipline, but on the other hand we have the employer's letter telling the union that Marts was rated as unsatisfactory in certain areas, and that identification of those areas was the first step in due process. The latter certainly implied that discipline could ensue. Thus, the employer did not explain the multiple interpretations ascribed to the disputed evaluation.

3. While the employer stated that other union activists were given satisfactory evaluations, it did not take the relatively simple step of introducing such evaluations into the evidentiary record of this case, so that the Examiner and Commission could consider them.

4. The employer takes issue with that portion of paragraph 3 of the Examiner's Findings of Fact, which stated that the employer had not disciplined Marts or provided him any negative evaluation comments prior to the events giving rise to this proceeding, but we agree that the comments and suggestions previously given to Marts did not rise to the level of "discipline" that was put in writing, or even constitute less-than-satisfactory performance evaluations.[5]

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[5] The employer would interpret the "John will attend workshops on floor care" statement in Marts' 1994 evaluation as suggesting that Marts needed to improve in the area of floor care, but we cannot stretch that ambiguous statement to give it a certain reading as criticism of past misconduct on the part of Marts.

5. The employer also challenges the Examiner's statement, at page 15 of his discussion, that "nothing reliable has been presented to show the existence of shoddy workmanship". The employer's argument is based, however, only on incidents that took place after Marts became involved in union activity. The change of employer perceptions about Marts thus actually supports the union's claim of anti-union animus.

6. The Examiner found the comment in Marts' evaluation about waxing over dirt to be pretextual, and we agree. Marts and Marcille were not assigned to wax any of the classrooms during the 1995-96 school year. They were told to avoid waxing over dirt in the corners of the cafeteria, and proceeded very carefully in stripping the old wax from the cafeteria floor over the winter break. There was no performance-based reason for the statement on Marts' 1995-96 performance evaluation.

7. John Marcille testified that his performance evaluation at the end of the 1996-97 school year rated him as needing improvement on maintaining confidentiality and in his relationship with staff. The employer disputes the accuracy of Marcille's testimony about the evaluation, but did rebut the evidence at the hearing. The Examiner found that Marcille's testimony suggested a pattern of discrimination aimed at union officials generally.[6] We find that Marcille's

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[6] The employer argues it is inappropriate to allow inquiry into Marcille's 1996-97 evaluation, since it occurred after the unfair labor practice charge was filed and was not entered into the record. While no remedy can be ordered regarding an occurrence outside of the allegations set forth in the complaint, related events can be used to show the existence of union activity or anti-union animus. See, e.g., Port of Tacoma, Decision 4626-A (PECB, 1995).

testimony does, indeed, show the employer was motivated by an anti-union animus.[7]

The finding of a "discrimination" violation under RCW 41.56.040 and RCW 41.56.140(1) carries with it a derivative "interference" violation under RCW 41.56.140(1).[8]

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[7] It is certainly suspicious that Marcille received a less-than-satisfactory evaluation after his role in the union changed from secretary to chief negotiator in the autumn of 1996.

[8] To establish an independent "interference" violation, a complainant need only show that a party engaged in conduct which employees could reasonably perceive as a threat of reprisal or force or promise of benefit associated with their union activity. See, Mansfield School District, supra; Kennewick School District, supra; and cases cited in those decisions. A showing that the employer acted with intent or motivation to interfere is not required. Nor is it necessary to show that the employees concerned were actually interfered with or coerced. Examples of situations where the Commission has found interference violations include: City of Seattle, Decision 3593-A (PECB, 1991)[refusal to permit union representation at "investigatory" interview]; King County, Decision 4299 (PECB, 1993) [employer allowed union representative to be present during investigatory interview, but refused to allow union representative to actively participate in meeting]; City of Pasco, Decision 3804-A (PECB, 1992) [employee's prior behavior only characterized as misconduct after the processing of his grievance]; and Port of Tacoma, Decision 4626-A (1995)[interview questions directed toward stifling union activity and characterization of a union activist as "iconoclastic"]. A derivative "interference" violation is routinely found, whenever a "domination", "discrimination" or "refusal to bargain" violation is found under other subsections of RCW 41.56.140. In this case, employees could reasonably perceive from the evaluation provided Marts at the conclusion of the 1995-96 school year that they would be subject to greater scrutiny by participating in union activities.

Claimed Errors in Findings of Fact

The employer asserts that the Examiner made numerous errors in his Findings of Fact, that the Examiner misread the record, and that numerous parts of the Examiner's discussion lack purpose and weaken the conclusions.[9] Many of the employer's comments relate, however, to insignificant interpretations of terms or phrases within the Examiner's opinion or point to harmless errors.[10]

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[9] The employer argues that the Examiner ignores a long standing Commission criteria of a "change of circumstance", and asserts the Examiner should have considered that: (1) A new superintendent imposed a more military bearing on employee performance, and (2) a new principal demanded more in regard to employees' job performance, should be considered. The employer's reliance on "change of circumstances" is inapposite, however. That criteria is used in unfair labor practice cases involving unilateral changes. Discrimination and interference allegations have their own analysis based on the statute, as outlined in this decision.

[10] For example: The employer takes issue with parts of paragraphs 6 and 7 of the Findings of Fact, arguing that they incorrectly suggest the floor waxing project was a separate event, but the Examiner's portrayal was accurate and any error was harmless. The employer cited error in regard to a statement on page 14 about waxing classrooms, but agrees that waxing of classrooms takes place in the summer, so the Examiner's statement is correct and any error was harmless. The employer takes issue with a statement on page 17 about Marts maintaining "a high profile", but it admits that union press releases went out over Marts' name, so the Examiner's statement is not out of line. The employer takes issue with a reference to the evaluation as "negative", claiming evaluations are only "satisfactory" or "unsatisfactory", but the Examiner was making a reasonable characterization. The employer takes issue with use of the term "confrontation" to describe a meeting with the superintendent about a school board policy, but we also find that a reasonable characterization of the event and do not concern ourselves with insignificant nuances.

We are correcting a few points where our review of the record shows there is merit to the employer's assertions.[11]

NOW, THEREFORE, the Commission makes the following:

AMENDED FINDINGS OF FACT

1. The Oroville School District operates common schools pursuant to Title 28A RCW, and is an employer for purposes of Chapter 41.56 RCW. Loren Hagen was superintendent of schools and Vic Elmore was the principal at the elementary school during the period relevant to this proceeding.

2. The Organized Classified Association of Oroville, an affiliate of the Washington Education Association and a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of nonsupervisory classified employees of the Oroville School District. Warren Henderson and Lora Hein served as Uniserv representatives assigned to this bargaining unit during the period relevant to this proceeding.

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[11] In footnote 17 of the Examiner's decision, a statement about a no-solicitation rule should have had a citation to Clallam County Public Hospital District 1, Decision 5445 (PECB, 1996). In footnote 18 of the Examiner's decision, a citation to a Cowlitz County case should have been to Decision 564-A (PECB, 1979). The latter error stemmed from an error in a commercial publication of the Commission's decisions, which is also being corrected.

3. John Marts was employed by the Oroville School District as a custodian for more than 10 years, and participated in a floor-waxing project during the 1995-1996 school year. His evaluations issued in at least 1993, 1994, and 1995 reflected "satisfactory" ratings and sometimes included laudatory comments about his performance. There is no evidence that the employer imposed discipline upon Marts or provided him any negative evaluation comments prior to the events giving rise to this proceeding.

4. Marts was elected president of the local union, upon its certification as exclusive bargaining representative, and served as the union's chief spokesperson to the community during the negotiations for the parties' initial collective bargaining agreement in the 1995-1996 school year.

5. The parties' negotiations for their initial contract commenced in February of 1996, and were turbulent. At a meeting early in the negotiations, the employer announced it needed time to respond to the union's proposals and to set parameters. The employer insisted, over the union's objections regarding delay, on a February 14th meeting, but then canceled that meeting. The employer filed unfair labor practice charges which were partially dismissed for failure to state a cause of action. Mediation was requested. The employer's team walked out during the union's opening statement at the first mediation session, because of objections to the tone and content of the union's statements.

6. In June of 1996, while the parties' negotiations for their initial collective bargaining agreement were ongoing, the employer gave Marts an ambiguous evaluation which seemed to

rate him as unsatisfactory on the written form and which was given a variety of low to unsatisfactory interpretations in oral explanations by management officials. One of the areas of criticism concerned the floor-waxing project in which Marts participated during the 1995-1996 school year; another area of criticism was Marts' talking with other employees. Marts was not disciplined as a result of that evaluation.

7. John Marcille was employed by the Oroville School District as a custodian, and was the secretary of the local union during the 1995-1996 school year and took notes during negotiations. Marcille participated in the floor-waxing detail with Marts in the 1995-1996 school year, but his evaluation for that year contained satisfactory ratings and no negative comments.

8. Marcille became chief negotiator of the local union for the 1996-1997 school year.

9. After additional negotiations and mediation, the parties ratified their initial collective bargaining agreement in February of 1997.

10. The employer's initial evaluation of Marcille for the 1996-1997 school year, when he served as chief negotiator for the union, gave Marcille a negative rating for "loyalty to supervisor and district", and indicates animus against union activity.

11. No custodians other than the two union leaders were issued negative evaluations.

AMENDED CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-45 WAC.

2. In issuing a written evaluation of John Marts for the 1995-1996 school year which contained negative and/or ambiguous ratings, and by its confusing and misleading oral explanations of the meaning and effect of that evaluation, the Oroville School District was substantially motivated by anti-union animus, and therefore discriminated against John Marts in violation of RCW 41.56.040 and 41.56.140(1), and interfered with the rights of its employees in violation of RCW 41.56.140(1).

AMENDED ORDER

The Oroville School District, its officers and agents, shall immediately take the following actions to remedy its unfair labor practice:

1. CEASE AND DESIST from:

   a. Subjecting local union officials to additional scrutiny or negative evaluations of their work performance, in reprisal for their lawful union activities.

   b. In any other manner, interfering with, restraining, or coercing its classified employees in their exercise of their collective bargaining rights secured by Chapter 41.56 RCW.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

   a. Withdraw the written evaluation issued to John Marts for the 1995-1996 school years, and include a copy of this order in his personnel file as an attachment to any evaluation substituted for the withdrawn document.

   b. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

   c. Read the notice attached hereto and marked "Appendix" into the record of a public meeting of the Board of Directors of the Oroville School District, and permanently append a copy of said notice to the official minutes of that meeting.

   d. Notify the above-named complainant, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the above-named complainant with a signed copy of the notice required by the preceding paragraph.

   e. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same

time provide the Executive Director with a signed copy of the notice required by the preceding paragraph.

Issued at Olympia, Washington, on the 16th day of June, 1998.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

SAM KINVILLE, Commissioner

JOSEPH W. DUFFY, Commissioner

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL NOT subject local union officials to additional scrutiny or negative evaluations of their work performance in reprisal for their lawful union activities;

WE WILL NOT interfere with rights of employees to ask questions, through appointed representatives of the exclusive bargaining representative, regarding contractual matters or personnel policies which are mandatory topics for bargaining;

WE WILL NOT, in any other manner, interfere with, restrain, coerce or discriminate against our employees in the exercise of their collective bargaining rights under the laws of the State of Washington;

WE WILL withdraw the written evaluation issued to John Marts for the 1995-1996 school year and include a copy of this order in his personnel file as an attachment to any evaluation substituted for the withdrawn document;

WE WILL read this Notice into the record of the next public meeting of the Board of Directors of the Oroville School District, and permanently append a copy of this notice to the official minutes of the meeting.

DATED: _____

OROVILLE SCHOOL DISTRICT

BY: _____
Authorized Representative

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.