

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

BOISTFORT EDUCATION ASSOCIATION
Complainant,
vs.
BOISTFORT SCHOOL DISTRICT NO. 234
Respondent.

Case No. 825-U-77-95

Decision No. 536 EDUC

FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER

APPEARANCES:

Judith Lonquist, General Counsel, Washington Education Association, for the complainant.

Kane, Vandenberg & Hartinger, Attorneys at Law, by William A. Coats, for the respondent.

STATEMENT OF THE CASE

On October 2, 1978, Boistfort School District, herein called the respondent, and Boistfort Education Association, herein called the complainant, filed a settlement agreement in the above entitled matter providing, subject to the approval of the Commission, for the entry of a consent order by the Public Employment Relations Commission and a consent judgment by the Superior Court of Thurston County.

The aforesaid settlement agreement is hereby approved and made a part of the record herein. On the basis of that settlement agreement and the entire record in the proceeding, the Commission makes the following:

FINDINGS OF FACT

1. The complainant is an employee organization within the meaning of RCW 41.59.020(1) engaged in the representation of employees under the provisions of the Educational Employment Relations Act, RCW 41.59, et. seq.

2. The respondent is a school district organized under Title 28A RCW and is an employer within the meaning of RCW 41.59.020(5).

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission and the Superior Court for Thurston County have jurisdiction in this matter pursuant to RCW 41.59.150 and RCW 41.59.140.

ORDER

On the basis of the settlement agreement filed by the parties, the foregoing findings of fact and conclusions of law, and pursuant to RCW 41.59.150, the Public Employment Relations Commission orders that Boistfort School District No. 234, its officers and agents, shall immediately:

1. Cease and desist from:

- (a) Interfering with, restraining, coercing or discriminating against employees in their exercise of their right to self-organization as specified in RCW 41.59.060(1).
- (b) Forming, dominating or giving assistance to an employee organization.
- (c) Refusing to recognize and bargain collectively with Boistfort Education Association as the exclusive bargaining representative of all non-supervisory certificated employees of the respondent.
- (d) Changing wages, hours or conditions of employment without first having given notice to and bargaining collectively with Boistfort Education Association.

2. Take the following affirmative action which the Commission finds will effectuate the policies of the Educational Employment Relations Act:

- (a) During the period in which Dale Hoekstra is Superintendent of Schools of the respondent, all employees who were employed by the respondent on June 12, 1978 shall be evaluated by an independent evaluator to be selected by the board of directors of the respondent. Prior to the selection of the evaluator, the Boistfort Education Association shall be provided with the proposed individual's name and shall have the opportunity to reject the individual for good cause shown. Said evaluations shall be conducted in accordance with the collective bargaining agreement between the complainant and the respondent; provided, however, Dale Hoekstra shall take no part in said evaluations whatsoever. Nothing contained herein shall prohibit Mr. Hoekstra

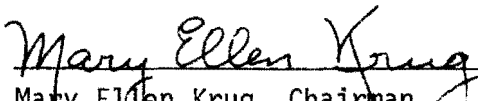
carrying out his statutory duties as Superintendent to place an employee on probation or to issue notice of probable cause to non-renew or discharge an employee. Complaints concerning a teacher shall be referred to the evaluator and, if in writing, to the individual teacher and his/her personnel file. If the district finds probable cause to non-renew a certificated employee, it shall not rely on evidence based on opinion from Dale Hoekstra to support its case.

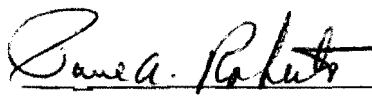
- (b) The respondent shall maintain a re-employment pool under the terms of the 1977-78 collective bargaining agreement, except as to the employees affected by this order such re-employment pool shall be extended until such time as the respondent decides to reopen its high school or to become a non-high school district and, in the former case, shall apply to grades 9 - 12: provided, that this provision does not extend beyond October 1, 1979. In the event the high school is reopened, the respondent shall reassign former high school teachers to their positions and shall fill resulting vacancies in accordance with the 1977-78 collective bargaining agreement as modified herein. Each teacher subject to this paragraph shall be responsible for providing the Superintendent's office with his or her correct address. The district will meet its obligation hereunder by sending a certified letter notifying the individual of a position to the last address given to the Superintendent's office. If the teacher so notified does not accept the position within five (5) calendar days after the receipt of the notice, he or she will be deemed to have rejected the offer and will be removed from the employment pool.
- (c) Fulfill the agreement of the parties that: "If the respondent does not open its high school but continues its contract with the Chehalis School District for high school services, the respondent will propose to the Chehalis School District that those employees who were given notice of non-renewal solely for economic reasons be given preferential hiring rights for the 1978-79 school year in the Chehalis School District, and that this provision be made a part of the contract between the respondent and the Chehalis School District. The respondent will be required to propose this condition only, and is not required to insist on acceptance of the proposal to the extent it might jeopardize the contract between the respondent and the Chehalis School District.


- (d) Post, in conspicuous places on its premises where notices to employees are usually posted, and mail to the last known address of each of its employees who were employed on March 14, 1977 (which is the date of the filing of the complaint in the instant matter) and/or on June 12, 1978 (which is the date of execution of the settlement agreement in the instant matter), the notice which is attached hereto. Such notice shall be signed by each member of the board of directors of Boistfort School District No. 234 and by its Superintendent of Schools. Such notice shall be posted and mailed immediately upon receipt of a copy of this Order and shall remain posted on the employer's premises for thirty (30) days thereafter. The respondent shall take reasonable steps to ensure that said notice is not altered, defaced or covered with other material.
- (e) Notify the Public Employment Relations Commission, in writing, within ten (10) days following receipt of a copy of this Order as to what steps have been taken to comply herewith.

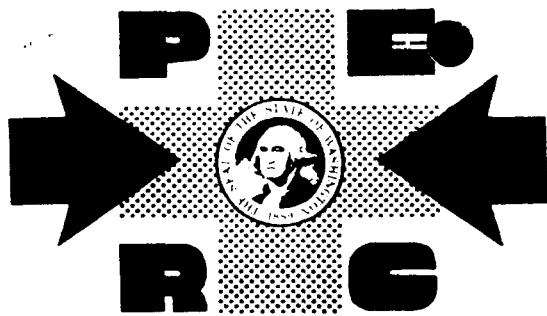
Dated this 22nd day of November, 1978.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


Mary Ellen Krug, Chairman


Paul A. Roberts, Commissioner


Don E. Olson, Jr., Commissioner



NOTICE

NOTICE TO ALL EMPLOYEES

Pursuant to a settlement agreement entered into between Boistfort School District No. 234 and Boistfort Education Association and pursuant to an order of the Public Employment Relations Commission, and in order to effectuate the policies of the Educational Employment Relations Act, we hereby notify our present employees and certain former employees that:

WE WILL NOT threaten employees with loss of employment or benefits previously enjoyed by them or otherwise interfere with, restrain or coerce our employees in the exercise of their right of self-organization.

WE WILL NOT discriminate against employees in regard to wages, hours or conditions of employment or tenure of employment in order to encourage or discourage membership in Boistfort Education Association or any other employee organization.

WE WILL NOT attempt to form, create, dominate or give assistance to any employee organization.

WE WILL recognize Boistfort Education Association as the exclusive bargaining representative of all non-supervisory certificated employees of Boistfort School District No. 234.

WE WILL provide notice to and, upon request, bargain collectively in good faith with Boistfort Education Association prior to making any changes in wages, hours or other terms and conditions of employment of non-supervisory certificated employees of Boistfort School District No. 234.

WE WILL establish special evaluation procedures for certain employees which provide for evaluation by an independent evaluator other than Dale Hoekstra.

WE WILL maintain a re-employment pool and, until October 1, 1979, will make special provision for employees laid off in connection with the closure of Boistfort High School.

WE WILL attempt to arrange for preferential employment opportunities in the Chehalis School District for laid off employees of Boistfort School District No. 234 under the terms of the contract between the school districts for high school services.

ALL OF OUR EMPLOYEES HAVE THE RIGHT TO SELF-ORGANIZATION, TO FORM, JOIN OR ASSIST EMPLOYEE ORGANIZATIONS, TO BARGAIN COLLECTIVELY THROUGH BOISTFORT EDUCATION ASSOCIATION OR ANY OTHER EMPLOYEE ORGANIZATION OF THEIR OWN CHOOSING, AND SHALL ALSO HAVE THE RIGHT TO REFRAIN FROM ANY OR ALL SUCH ACTIVITIES EXCEPT TO THE EXTENT THAT EMPLOYEES MAY BE REQUIRED TO PAY A FEE TO ANY EMPLOYEE ORGANIZATION UNDER AN AGENCY SHOP AGREEMENT.

BOISTFORT SCHOOL DISTRICT NO. 234

Chair, Board of Directors

Members, Board of Directors

Dated: _____

Superintendent of Schools

This notice shall remain posted for thirty (30) days and shall not be altered, defaced or covered by other material. Any questions concerning this notice or compliance with its provisions may be directed to the PUBLIC EMPLOYMENT RELATIONS COMMISSION, 603 Evergreen Plaza Building, Olympia, Washington. Phone (206) 753-3444.