

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KIONA BENTON EDUCATION
ASSOCIATION,

Complainant,

vs.

KIONA BENTON SCHOOL DISTRICT,

Respondent.

CASE 23417-U-10-5969

DECISION 11035 - EDUC

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

James A. Gasper, Attorney at Law, for the union.

Lyon Weigand & Gustafson PS by *Jeanie R. Tolcacher*, Attorney at Law, for the employer.

On July 30, 2010, the Kiona Benton Education Association (union) filed a complaint against the Kiona Benton School District (employer) alleging employer interference and discrimination. On August 5, 2010, Unfair Labor Practice Manager David Gedrose issued a preliminary ruling. The employer filed an answer on August 26, 2010.¹ The Commission assigned Charity Atchison as Examiner. The Examiner conducted a hearing on October 8, 11, 12, 13, and 28, 2011. On December 22, 2010, the parties filed post-hearing briefs to complete the record.

ISSUES

1. Whether the employer discriminated in violation of RCW 41.59.140(1)(c), and if so, derivatively interfered in violation of RCW 41.59.140(1)(a), when it reassigned Connie Meredith from the first grade to the eighth grade?

¹ On August 23, 2010, the union filed a motion for temporary relief. The Commission denied the motion in Decision 10865 (EDUC, 2010) in a separate proceeding.

2. Whether the employer interfered with employee rights in violation of RCW 41.59.140(1)(a) when it informed Amberlee Swensen that her teaching position would not be renewed, after she filed a grievance?
3. Whether the employer interfered with employee rights in violation of RCW 41.59.140(1)(a) when it selected Barb Thomas, Donna Baumgartner, Meredith, and 6 other teachers for investigation by employer agent Alan Key?
4. Whether the employer interfered with employee rights in violation of RCW 41.59.140(1)(a) by statements made by superintendent Rom Castilleja to Baumgartner on June 4, 2010?

The Examiner finds that: the employer discriminated against Connie Meredith when it administratively transferred her from teaching the first grade to teaching eighth grade Language Arts and seventh grade Read 180; that the employer did not interfere with employee rights by telling Amberlee Swensen that her teaching contract would not be renewed; that the employer interfered with employee rights when it selected Barb Thomas, Donna Baumgartner, Meredith, and six other teachers for investigation; and the employer did not interfere with employee rights by statements made by superintendent Rom Castilleja to Baumgartner on June 4, 2010.

ISSUE 1: Whether the employer discriminated in violation of RCW 41.59.140(1)(c), and if so, derivatively interfered in violation of RCW 41.59.140(1)(a), when it reassigned Connie Meredith from the first grade to the eighth grade?

APPLICABLE LEGAL STANDARDS

It is an unfair labor practice for an employer to “encourage or discourage membership in any employee organization by discrimination in regard to hire, tenure of employment or any term or condition of employment...” RCW 41.59.140(1)(c).

An employer will be found to have unlawfully discriminated against an employee when it takes action in reprisal for the employee’s exercise of rights protected by statute. *Tacoma Pierce*

County Training Consortium, Decision 10280-A (PECB, 2010), citing *Educational Service District 114*, Decision 4361-A (PECB, 1994).

Educational Service District 114 established that in order to prove a discrimination allegation, the employee must first establish a *prima facie* case by showing:

1. The employee exercised a statutorily protected right, or communicated to the employer an intent to do so;
2. That the employee was deprived of some ascertainable right, benefit, or status; and
3. A causal connection exists between the employee's exercise of a protected activity and the employer's action.

Ordinarily, an employee may use circumstantial evidence to establish the *prima facie* case because parties do not typically announce a discriminatory motive. *Clark County*, Decision 9127-A (PECB, 2007).

Once an employee establishes a *prima facie* case of discrimination, the employer must articulate its legitimate, non-discriminatory reasons for its action. The employer does not bear the burden of proof to establish those reasons; rather, the employer bears the burden of production. *Port of Tacoma*, Decision 4626-A and 4627-A (PECB, 1995), *Educational Service District 114*. If the employer does not meet its burden of production, a violation will be found. *Mansfield School District*, Decision 5238-A and 5239-A (EDUC, 1996).

If the employer meets its burden of production, 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. *Port of Tacoma*, Decision 4626-A. The employee meets the burden by proving either the employer's reasons were pretextual or union animus was a substantial motivating factor behind the employer's actions. *Port of Tacoma*. An independent interference violation cannot be sustained under the same set of facts that failed to constitute a discrimination violation. *Reardan-Edwall School District*, Decision 6205-A (PECB, 1998).

ANALYSIS

Background – Rom Castilleja is the employer’s superintendent. During the 2009-2010 school year, Heather Franklin served as the elementary school principal and Jennifer Behrends served as the elementary school dean. The 2009-2010 school year was the first year Franklin worked for the employer. During the 2009-2010 school year, Barb Thomas served as the union president and taught in the middle school, Donna Baumgartner served as the vice-president and grievance chair and taught in the middle school, and Connie Meredith served as treasurer and taught first grade in the elementary school. In the elementary school, the union building representatives were Joni Ashley and Steve Morton.

Prior to the beginning of school, Franklin set up grade level meetings with the elementary teachers. At the first grade meeting, Meredith informed Franklin that the meetings were outside of the teachers’ contract year and that the employer needed to pay the teachers for their time. Franklin informed Meredith there was no money to pay the teachers. Meredith did not file a grievance.

The testimony indicates that during the school year the relationship between Franklin and some members of the elementary teaching staff was strained and that the atmosphere in the elementary school was tense. Irene Alvarado, who taught first grade, and Amberlee Swensen, who taught kindergarten, filed grievances against Franklin. Witnesses testified that the atmosphere in the elementary school was unprofessional, that Franklin had favorites, and that the staff lounge was an unpleasant environment that some teachers avoided.

During the May 10, 2010² school board meeting, Alvarado approached Castilleja about discussing issues in the elementary school. The conversation resulted in agreement to meet about the matter. Castilleja suggested he have Franklin schedule grade level meetings to discuss issues in the elementary school and was waiting for Franklin to schedule those meetings when Meredith contacted him about a “Climate Meeting” to be held in her classroom after school.

² All dates are 2010 unless otherwise noted.

On May 18,³ the elementary staff met with Castilleja and Kevin Pearl, who was then the maintenance and operations supervisor and the executive director of teaching and learning, in Meredith's room for the "Climate Meeting" and discussed the climate in the elementary school. Meredith organized the Climate Meeting to problem-solve issues in the elementary school. Meredith had a list of concerns that staff had approached her about and went through those concerns during the meeting. All teachers had an opportunity to talk. Meredith expressed that she did not enjoy going to work because of the administration. The group discussed the topic of bullying in the school, in specific Franklin's interaction with staff. During the meeting, kindergarten teacher Judi Harding accused Meredith of also being a bully. According to Alvarado, Meredith acted as a union representative during the meeting. The group committed to meet again.

On June 2, as a follow-up to the Climate Meeting, elementary staff and administration participated in the "Culture Club" meeting in the district office. During the culture club meeting, Castilleja presented the group with an outline of his notes from the climate meeting and explained that the goal was to create a plan to provide to the grade level leaders and administration to work on in the next school year. Franklin, Behrends, Meredith, Alvarado, and other certificated teachers attended the meeting.

The *prima facie* case – The first step in a discrimination case is to determine whether the complainant has established a *prima facie* case. To do so, an employee must demonstrate that she engaged in activity protected by the statute and that the employer had knowledge of the alleged protected activity. Examples of activities established as protected include serving as a union officer, *Oroville School District*, Decision 6209 (PECB, 1998), serving on the negotiating team, *Wellpinit School District*, Decision 3625 (PECB, 1990), *aff'd* Decision 3625-A (PECB, 1991), and filing grievances, *Mukilteo School District*, Decision 5899-A (PECB, 1997). *See also Mansfield School District*, Decision 5238, (EDUC, 1995) *aff'd* Decision 5238-A (EDUC, 1996). Any protected activity pre-dating the six-month statute of limitations for filing an unfair labor practice complaint may be used only as background for establishing union animus. *City of Seattle*, Decision 5237-B (PECB, 1996).

³ Witnesses testified to events occurring on days of the week and some dates. The Examiner takes judicial notice of the calendar for May and June 2010.

As noted above, Meredith served as union treasurer during the 2009-10 school year. On May 7, Castilleja requested Meredith serve as a union representative when he delivered a non-renewal notice to Amberlee Swensen. Meredith attended the meeting as requested. On June 10, the union membership elected Meredith union president for the 2010-2011 school year. Castilleja testified that he was aware Meredith was running for president.

Meredith was union treasurer, a position she held for eight years, and was running for union president. Further, the employer indicated its clear awareness of her union activity by asking her to serve as a union representative when it delivered Swensen's non-renewal notice. Those facts alone make it clear that Meredith engaged in protected activity and that the employer was aware of that activity.

On June 11, Castilleja met with Meredith and Thomas.⁴ During that meeting, Castilleja informed Meredith the employer was transferring her from her first grade position to an eighth grade Language Arts and seventh grade Read 180 position⁵ for the 2010-2011 school year.

Meredith taught first grade for 18 years and spent one year teaching second grade. Although Meredith holds endorsements from the State of Washington in K-12 Reading and K-8 Elementary Education, she has taught first grade almost her entire career. Meredith had 18 years of seniority as a first grade teacher. Other, less senior, teachers held the same endorsements as Meredith. A result of the employer transferring Meredith from first grade to eighth grade is that Meredith would have to prepare to teach different subjects she had never taught before, work with new curriculum, and work with students of different ages than she had taught before.

The employer deprived Meredith of her status as a first grade teacher when it transferred her from teaching first grade to teaching eighth grade. Meredith engaged in protected activity within a month of the employer administratively transferring her. The union demonstrated a *prima facie* case.

⁴ Castilleja did not know the results of the union presidential election before the meeting.

⁵ For ease of reference, the position to which Meredith was transferred will hereafter be characterized simply as "eighth grade."

The nondiscriminatory reason – The employer articulated a nondiscriminatory reason for transferring Meredith from a first grade teaching position to an eighth grade teaching position. During testimony and in its brief, the employer explained the move was an attempt to make a positive change in staffing at the elementary school and to improve student learning. The school board and Castilleja set goals for the employer. One of the goals is to improve student learning. Based on input from the current and prior elementary principals, Castilleja believed that the best thing he could do to positively change the elementary school was to transfer Meredith to the middle school. The employer met its burden of production with the aforementioned nondiscriminatory reasons for transferring Meredith.

Is the reason pretextual or motivated by animus? – After the employer articulates a non-discriminatory reason, the union bears the burden of proving, by a preponderance of the evidence, that the employer’s stated reason is pretextual or substantially motivated by union animus. *Port of Tacoma*, Decision 4626-A. In its brief, the union asserted that Meredith’s evaluations were satisfactory, Meredith had no prior instances of discipline, and only Harding testified that Meredith’s behavior disrupted the employer’s operations. The union argues that this absence of evidence creates a presumption that Meredith was disruptive due to her “other actions,” including assisting and representing members of the union.

In this case, the employer transferred Meredith, an active member of the union, from the first grade to the eighth grade based on input from the current and prior principals, all of whom found Meredith challenged their authority. While challenging authority is not always a protected union activity, the act of challenging management can be inherent in the role of a union representative. Each individual brings his or her own personality and conflict style to their role as a union representative. That individual style may or may not mesh well with management. Employers are not in the practice of announcing when they have taken action against an employee based on union activities; therefore, it falls to the Examiner to sift through the language used and incidents cited by both parties to determine whether the transfer was discriminatory.

Castilleja’s role – In the spring of 2010, Castilleja had conversations about what changes could be made in the elementary school with Franklin, Pearl, and Joe Lloyd, the employer’s current grant manager who served as elementary principal from February 2001 until June 2008.

Following these conversations, Castilleja determined that if he was going to make any change in elementary staffing, the most positive change would be to move Meredith because she was part of the reason why the elementary was not able to make positive changes ranging from new programming to curricular changes. It is helpful to examine the testimony of each of the former principals and their conversations with Castilleja because Castilleja relied on their recommendations in deciding to transfer Meredith.

- Joe Lloyd -- In the spring of 2010, Castilleja asked Lloyd if Lloyd had any problems with the staff when he was the elementary principal. Castilleja did not bring up Meredith. When Lloyd was reluctant to answer, Castilleja asked whether he had difficulty with another teacher, for example. Lloyd told Castilleja that he had concerns with Meredith in her role as building representative and outside of that role. Lloyd testified to one instance when Meredith raised concerns with him about a disciplinary matter involving a student of a teacher she was mentoring. Lloyd was unwilling to agree to what Meredith wanted. Lloyd testified he felt attacked by Meredith during this incident. Lloyd testified that once, in her role as building representative, Meredith attacked him in a meeting with other staff. Castilleja informed Lloyd that he was considering administratively transferring Meredith. Lloyd did not recall if he agreed or disagreed with Castilleja.
- Kevin Pearl -- While serving as elementary principal in 2008-2009, and again during the 2009-2010 school year, Pearl discussed with Castilleja changes Castilleja could make to the elementary school. During the year Pearl served as elementary principal, he and Castilleja discussed moving Meredith to an interventionist teacher position. At that time, Pearl had concerns about students not entering second grade near grade level and wanted to ensure the same amount of growth in first grade that occurred in kindergarten. Castilleja asked Pearl what he thought could be done to improve the elementary school. Pearl was concerned with the types of interactions teachers had with each other and how well they got along. Specifically, Pearl was concerned with Meredith's interactions with the kindergarten team. Pearl did not think these interactions led to the positive climate the employer sought to achieve. According to Pearl, the employer was seeking to build a professional learning community, which required a high level of trust and cooperation.

According to Pearl, Meredith had been critical of other teachers' performance, Meredith informed kindergarten teacher Ruby Davis that she would not be employed the following year, and Meredith challenged a kindergarten teacher in why she was teaching a particular lesson. Pearl did not believe Meredith supported trainings the administration had the teachers go through. The incident with Davis occurred while Pearl was principal. Pearl also had conversations with Franklin about incidents that occurred during the 2009-2010 school year.

- Heather Franklin -- In February or March, Franklin and Castilleja began discussing staffing. They discussed funding for interventionist teachers and the possibility of moving Meredith into an interventionist position. According to Castilleja, Franklin had concerns about Meredith's control in the building. There is no other evidence of what Franklin and Castilleja discussed regarding moving Meredith from the elementary school.

The principals told Castilleja that Meredith challenged their leadership. Aside from Lloyd's testimony, there is no evidence about what Meredith did that challenged their leadership and how those challenges prevented change. In making his decision to transfer Meredith, Castilleja relied on the professional opinions of the staff, which he described collectively were, "She was challenging for building administrators as the instructional leader for that building because of her – what was conveyed as her argumentative or unwillingness to work with the building to move forward in planning and/or curricular ideas." Additionally, Castilleja understood Meredith to have influence over grade-level teams. Castilleja was unable to identify any new programs that Meredith stood in the way of or examples of her influence over grade-level teams. In contrast, Meredith testified that during the 2009-2010 school year, the employer offered a science training that occurred on unpaid time. A second grade teacher informed Meredith that the second grade would not participate in the training.⁶ Meredith told her co-workers about the decision. Meredith decided that she would not participate either. No other first grade teachers participated at that time. Meredith's testimony does not indicate that she encouraged the other first grade teachers not to participate in this training, and the employer offered no evidence that Meredith encouraged other teachers not to participate in the training. Castilleja's inability to provide

⁶ Kim Cruz, who teaches in the second grade, testified that her co-teacher attended the science training.

concrete examples regarding the behaviors that he claimed were the motivation for Meredith's transfer lends itself to an inference that the employer's reasons for the transfer were pretextual.

Franklin's role – Franklin received complaints from teachers about Meredith's behavior. Specifically, Ruby Davis told her about the incident, that occurred the prior year, in which Meredith informed Davis that Davis would not have a job the following year. Judi Harding told Franklin that Harding had accused Meredith of being a bully during the climate meeting and that Harding was tired of Meredith's continual prodding. Additionally, a first year kindergarten teacher informed Franklin of an incident when Meredith went into the teacher's classroom and questioned the teacher about why she was teaching a particular unit.

On November 7, 2009, Franklin and then-union president Thomas met to discuss Franklin's concerns with Meredith's role in the school. Franklin did not think it was appropriate that Meredith, the union treasurer, was performing duties normally performed by building representatives and thought that Meredith was causing problems in the school. Thomas explained to Franklin that in a small union, the officers took on many functions. During the school year, Franklin made other calls to Thomas about Meredith's union activity. Clearly, Franklin was disturbed with Meredith at least in part because of Meredith's protected activities.

Statements made during the Key investigation – On May 11, the employer posted a position announcement for a fourth grade teacher. In the days following the posting, copies of an altered position description were found in the elementary school. The altered document contained the words "If you meet the above qualifications, taught 4th grade with a room number of 115 and have the initials J.R. please do not hesitate to apply." The words were circled and bolded. Franklin brought the altered posting to Castilleja's attention. Castilleja asked Franklin to notify staff of an emergency staff meeting. That Friday, May 14, Franklin notified the staff via e-mail about the meeting. On Monday, May 17, Castilleja convened an emergency staff meeting with the certificated staff in the elementary school and informed the staff that he viewed the altered posting as highly inappropriate and unprofessional, that there would be a full investigation and that the person responsible would be disciplined.

On May 17, Castilleja also contacted the employer's insurance carrier, Canfield & Associates, to conduct an investigation into the altered fourth grade job posting. Castilleja spoke with Alan Key, who was available to investigate the matter in June.

Castilleja provided Key a list of individuals, some of whom were suggested by Franklin, to be interviewed. Franklin listed Meredith as the first person on a list of six people. During Key's interview with Castilleja, Castilleja described Meredith as a "control freak," that she liked to be in charge, and that she was a "union person."⁷ Franklin told Key that Meredith was a pain in the ass and Meredith was against change.

Change in atmosphere at the elementary school – Both parties presented testimony about the change in climate in the elementary school at the beginning of the 2010-2011 school year, following Meredith's transfer. According to the employer's witnesses, the atmosphere changed, and teachers were not afraid to go into the staff lounge. That change was attributed to Meredith's absence in the school. Franklin testified that she had a conversation with Behrends about the climate and that a handful of teachers expressed happiness with Meredith's departure. According to Behrends, the beginning of the school year was much calmer and there was not as much focus on what the contract said. The union presented witnesses who testified that the change in atmosphere at the beginning of the 2010-2011 school year was attributable to Franklin no longer serving as the principal. The union's rebuttal witnesses testified that Meredith's transfer was devastating to the school. The union's witnesses attributed the positive changes to Behrends's role as the elementary principal and Franklin not serving as elementary principal.

With these dueling rationales for why the atmosphere at the school has changed, it is not possible for the Examiner to reach a conclusion about whether Meredith's transfer is the reason for the improvement in the elementary school atmosphere. The fact that the atmosphere has improved could be attributable to the absences of both Meredith and Franklin from the elementary school.

⁷ The record is not entirely clear about whether these statements were made by Franklin and relayed by Castilleja to Key, or whether Castilleja made the statements in the interview with Key. Key testified, based on his notes, Castilleja described Meredith.

When Castilleja delivered Meredith's administrative transfer to her, he informed her the reasons for the transfer were that Meredith was the center of controversy in the elementary school and that during the climate meeting she expressed that she did not enjoy coming to work because of the administration. The record is clear that Meredith raised issues with Franklin about contractual matters and expressed her opinion to Castilleja during the climate meeting. The record indicates that Meredith was at odds with some kindergarten teachers. The Examiner concludes that the phrase "center of controversy" is pretextual because there is a lack of evidence to support that Meredith was the center of controversy in the elementary school. There is evidence that Meredith was an active union officer, who presented unexplained challenges to elementary school administrators.

Behrends testified that there is no longer an emphasis, in the elementary school, on what the contract says. Behrends's testimony that Meredith would say something or leave meetings at the end of the contractual day was refuted by Meredith who testified she did not tell other staff to leave work at the end of the contractual day. Meredith did leave meetings after 3:00 P.M. if she had to be elsewhere. Alice Muxen testified that Meredith tried to make sure the contract was followed.

The Examiner's Conclusions -- Engaging in statutorily protected activity does not enshroud an employee in protection, preventing the employer from taking action that does not violate the statute but to which the employee objects. Even when an employee engages in protected activity, an employer may still take actions the employer deems necessary to its operations so long as those actions are not pretextual or substantially motivated by union animus.

Castilleja began discussing the option of transferring Meredith during the 2008-2009 school year, when Pearl brought up the possibility of moving Meredith to an interventionist position. The record is not explicit about where interventionist teachers work. Based on the testimony about which teachers were interventionists and the map of the elementary school, the Examiner concludes that intervention teachers were located in the elementary school. Removing Meredith from her first grade position to an elementary interventionist position would not have removed Meredith from the elementary school. If the employer's goal was to positively impact the

elementary school and to move Meredith because she was a “center of disruption” in the elementary school, that would not have been achieved by placing Meredith in an interventionist position. For reasons not made evident in this case, that move was never made. The Examiner is unable to reach a conclusion about the employer’s motivation from the record about the whole “interventionist teacher” situation.

The interactions between Meredith and Franklin began with Meredith advocating that the teachers should be paid for their initial meeting with Franklin. Meredith, with two other teachers, next raised the issue of attendance at conferences. In November 2009, and at other times during the school year, Franklin raised concerns with Meredith’s union activities with bargaining unit president Thomas, who explained that Meredith was within her role as a union officer. Franklin’s actions indicate animus toward Meredith based on her union activities.

The employer failed to explain how Meredith exerted control over grade level teams or stood in the way of changes in the elementary school. Employer officials found Meredith “challenging.” The Examiner concludes that those “challenges” include Meredith’s actions as a union officer because Lloyd testified he found Meredith challenging as a union official and Meredith began the school year by challenging Franklin about teacher attendance at meetings.

The Examiner does not find Franklin to be the most credible witness. Franklin’s testimony is inconsistent with that of other witnesses in a few areas of the record.

Meredith’s testimony also raises some questions. Meredith consistently testified that she did not take certain actions that the employer attributed to her. In rebuttal, Meredith denied that she would leave meetings at 3 P.M. or shortly thereafter unless she had a meeting or someplace to go. Meredith denied that she confronted Judy Harding about a lesson she was teaching; however, the employer’s witnesses alleged that it was another kindergarten teacher Meredith confronted. Meredith denied that she told Ruby Davis that she would not have a job the following year. The fact that Meredith consistently denies events that would cast her in a less favorable light to the employer causes the Examiner to question the veracity of this testimony.

Conclusion

The employer discriminated against Meredith when it administratively transferred her from teaching the first grade to teaching eighth grade language arts and seventh grade Read 180. The employer failed to show evidence to support that Meredith stood in the way of changes in the elementary school or that she had undue (impliedly negative) influence over grade-level teams. The evidence leads to a conclusion that the transfer was based on union animus: Lloyd testified he had concerns with Meredith as a teacher and as a union representative; Franklin voiced concerns with Meredith's union activities to Thomas; Franklin also indicated that Meredith was against change, but provided no specifics to support that; and Castilleja characterized Meredith as a "union person" during the investigation. The language used by employer officials when describing Meredith leads the Examiner to conclude that employer officials co-mingled Meredith's union activities with her teaching and they were unable to separate the two.

ISSUE 2: Whether the employer interfered with employee rights in violation of RCW 41.59.140(1)(a) when it informed Amberlee Swensen that her teaching position would not be renewed, after she filed a grievance?

APPLICABLE LEGAL PRINCIPLES FOR ISSUES 2, 3, AND 4:

The burden of proving unlawful interference rests with the complaining party. An interference violation exists when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or promise of benefit, associated with the union activity of that employee or of other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996). The complainant is not required to demonstrate the employer's intent or motivation was to interfere, nor is it necessary for the complainant to demonstrate that the employee involved was actually coerced or that the employer had union animus. *City of Tacoma*, Decision 6793-A (PECB, 2000). The determination of whether an interference allegation has been committed is based on whether a typical employee could reasonably perceive the employer's action as discouraging the employee's union activity. *Snohomish County*, Decision 9834-B (PECB, 2008). A claim of interference must be supported by a preponderance of the evidence; the standard is not particularly high. *Pasco Housing Authority*, Decision 5927-A (PECB, 1997). The complainant bears the burden of demonstrating that the employer's conduct resulted in harm to protected employee rights. *City of Wenatchee*, Decision 8802-A (PECB, 2006).

ANALYSIS

On March 15, Franklin observed Amberlee Swensen for the second time during the 2009-2010 school year. On April 16, Franklin provided Swensen with a letter informing Swensen that Franklin would recommend that Swensen's contract be non-renewed. On April 23, Swensen filed a grievance about her observation. On May 7, Castilleja met with Swensen and Meredith and provided Swensen with a letter informing Swensen that Castilleja was recommending to the school board that she be non-renewed.

The union alleges that the employer interfered with employee rights when the employer non-renewed Swensen after she filed a grievance. The record is clear that Swensen was informed that Franklin would be recommending non-renewal on April 16. Swensen did not file a grievance until April 23.

Conclusion

The employer did not interfere with employee rights when it non-renewed Swensen because Franklin informed Swensen that she was recommending Swensen's non-renewal prior to Swensen filing a grievance. An employee could not reasonably perceive the employer's non-renewal of Swensen as reprisal for filing a grievance because Swensen had not yet filed a grievance.

ISSUE 3: Whether the employer interfered with employee rights in violation of RCW 41.59.140(1)(a) when it selected Barb Thomas, Donna Baumgartner, Meredith, and 6 other teachers for investigation by employer agent Alan Key?

ANALYSIS

In its complaint, the union alleged that the employer interfered with employee rights when the employer selected Thomas, Baumgartner, Meredith, and seven other employees for investigation. In its brief, the employer argues that the union failed to show any evidence that a typical employee would perceive the superintendent's course of action as a threat. During the hearing,

the evidence revealed that Alan Key interviewed the following teachers: Ruby Davis, Judi Harding, Steve Morton, Lupé Carrion, Erika Repko, Irene Alvarado, Thomas, Baumgartner, and Meredith.

On May 11, the employer posted a position announcement for a fourth grade teacher. That week, a teacher found a copy of an altered version of the posting and brought the document to Franklin's attention. The altered document stated: "If you meet the above qualifications, taught 4th grade with a room number of 115 and have the initials J.R. please do not hesitate to apply." Franklin informed Castilleja about the altered job posting. Castilleja asked Franklin to call an emergency meeting of the elementary school staff. Franklin notified staff by e-mail on Friday, May 14, that there would be a staff meeting on Monday, May 17. During the staff meeting, Castilleja informed the staff that the employer would find out who altered the posting and take every step in discipline they could. Meredith recalled that Castilleja stated the posting was slanderous, that there would be an investigation, and that he would pursue civil action. Thomas, Alvarado, and Repko recalled that Castilleja informed staff that there would be a full investigation. The other teachers who testified about the emergency staff meeting recalled that they were told the behavior would not be tolerated and there would be an investigation. Castilleja testified that he told the staff the employer would take every step in discipline it could and that he may have included civil action. The Examiner finds that Castilleja told the staff that the matter would be investigated and that the person responsible would be disciplined.

Castilleja asked the technology director to see who downloaded the document. On May 17, Castilleja contacted Canfield & Associates to arrange an investigation. Alan Key conducted the investigation in June.

On June 2, UniServ representative Leslie Bedke, Swensen, Thomas, Baumgartner, Meredith, Irene Alvarado, Erika Repko, and the other first grade teachers met with Castilleja to discuss Swensen's non-renewal. During that meeting, Bedke attempted to provide Castilleja with an anonymous letter ("Othello Letter") about a teacher's experience with Franklin as the principal in the Othello School District. Castilleja refused to accept the letter.

On June 4, the Othello letter was discovered in the elementary school. Castilleja contacted Key and requested that the scope of the investigation be expanded to include the dissemination of the Othello letter.

On June 8, Key interviewed Castilleja, who provided Key with a list of individuals Franklin identified as being involved with the incidents under investigation. Franklin identified: Meredith, Alvarado, Repko, Swensen, Morton, and Margaret Haugland.⁸ Castilleja identified Harding, Davis, Alice Muxson, Cheryl Taylor, Lupé Carrion, Steve Morton, and the employer's information technology director, Troy Jamieson, for Key to interview. Key's notes indicate that Baumgartner was also identified. On June 8, Key interviewed Franklin; they discussed Meredith, Alvarado, Repko, Swensen, Morton, and Haugland. On June 9, Key interviewed Davis, Morton, Harding, Carrion, Alvarado, Jamieson, and Repko. On June 10, Key interviewed Baumgartner by phone. On June 15, Key interviewed Meredith and Thomas.

Four of the nine teachers interviewed by Key held positions in the union, two of whom did not teach in the elementary school. Thomas served as union president and taught in the middle school, Baumgartner served as union vice president and grievance chair and taught in the middle school, Meredith served as union treasurer, and Morton served as one of the elementary school building representatives during the 2009-2010 school year. Alvarado filed a grievance in March 2010. Repko attended the June 2 meeting in support of Swensen and attended a meeting in November 2009 with Franklin, Meredith, and another teacher during which the teachers raised the issue of who attended conferences.

The employer searched its network to determine who downloaded the fourth grade position announcement and who received a copy of the Othello letter. The only people to download the teaching announcement were the employer's personnel director and Meredith. The only people to receive electronic copies of the Othello letter on their school computer were Meredith, Baumgartner, Thomas, Swensen, and Alvarado. However, this is not information that would be available to an employee observing the events from the outside.

⁸ The record does not identify Haugland further or her teaching assignment.

Key determined the scope of the investigation, who was interviewed, and when he had enough information. The initial list of individuals to be interviewed included employees about whom no evidence was presented of protected activity. Franklin's list included teachers who were involved in the union, while Castilleja's list also included teachers who were perceived to be Franklin's favorites, Davis and Harding. Meredith, Swensen, Repko, and Alvarado were teachers who were in conflict with Franklin or supported Swensen in her grievance. Morton served as the building representative. Muxen testified she is a personal friend of Meredith's. Harding, Davis, and Carrion were teachers who had expressed to Franklin incidents involving confrontation with Meredith. The identified list of individuals for investigation appears to involve individuals who engaged in protected activity or teachers who had unpleasant interactions with Meredith. This leads the Examiner to question why these individuals were identified. While employer motive is not an element of the interference standard, the Examiner's suspicion is raised when the individuals identified for investigation have ties to the union or have had confrontations with Meredith, but no involvement with the Othello Letter.

The standard is not whether a well informed employee who has all the information available would perceive the employer's actions as a threat of reprisal or force, or promise of benefit, associated with the union activity of that employee or of other employees. A typical employee might not know that Thomas, Baumgartner, Meredith, and Alvarado received the Othello Letter on their work computers. If an employee discovers that the union president was investigated in a matter that occurred in a separate building from the one in which the president teaches a reasonable employee could perceive the investigation was based on union activities.

The difficulty in this case is that the employer knew who had received the Othello Letter on their work e-mail and who downloaded the fourth grade posting prior to the investigation, and those were all individuals who also engaged in protected activity during the 2009-2010 school year. Further complicating matters is that Castilleja told the staff that there would be a full investigation, while Key was in control of when the investigation stopped. Castilleja requested the investigation into the altered job posting and the distribution of the Othello Letter, but the teacher who discovered the altered fourth grade job posting was not identified for investigation. The investigation centered on kindergarten and first grade teachers and two middle school

teachers. As mentioned above, all of the teachers investigated were active in the union, supported teachers who were active in the union, or had confrontations with teachers active in the union.

Because the incidents giving rise to the investigation occurred in the elementary school, the typical employee might perceive that Thomas, the union president who taught in the middle school, and Baumgartner, the union vice president who taught in the middle school, were investigated because they were union officials.

The employer informed the elementary certificated staff that there would be a full investigation. Meredith was a union officer and engaged in other protected activity; because employees had been told to expect an investigation, a typical employee might not initially perceive the employer's actions in investigating her as discouraging union activity. However, in light of the fact that only a select number of staff were investigated, a typical employee might reasonably perceive the employer's actions as discouraging union activity when three union officers, one building representative, and one teacher who filed a grievance were investigated.

The investigation of Davis, Harding, Carrion, and Repko also gives rise to an interference violation; their investigation could have a chilling effect on employees who could reasonably perceive those targeted for investigation included teachers who were in opposition with the union.

Conclusion

A typical employee could reasonably believe that the employer's investigation was centered around union activities, and could reasonably perceive the employer's actions as a threat of reprisal or force, or promise of benefit, associated with the union activity of certain employees.

ISSUE 4: Whether the employer interfered with employee rights in violation of RCW 41.59.140(1)(a) by statements made by superintendent Rom Castilleja to Baumgartner on June 4, 2010?

ANALYSIS

“Employer interference with protected employee rights may be found where a typical employee could reasonably perceive the employer’s action as discouraging his or her union activities.” *Snohomish County*, Decision 9834-B (PECB, 2008), *citing Grant Public Hospital District No. 1*, Decision 8378-A (PECB, 2004). The Commission has held that employer communications to employees could interfere with protected employee rights under one, any combination, or all of the following criteria:

1. Is the communication, in tone, coercive as a whole?
2. Are the employer’s comments substantially factual or materially misleading?
3. Has the employer offered new “benefits” to employees outside of the bargaining process?
4. Are there direct dealings or attempts to bargain with the employees?
5. Does the communication disparage, discredit, ridicule, or undermine the union?
Are the statements argumentative?
6. Did the union object to such communications during prior negotiations?
7. Does the communication appear to have placed the employer in a position from which it cannot retreat?

Grant County Public Hospital District No. 1, Decision 8378-A *citing Lake Washington School District*, Decision 2483 (PECB, 1986).

Statements made by employer officials to union officials are examined differently than statements made by employer officials to rank and file members. In *City of Bremerton*, Decision 3843-A (PECB, 1994), the Examiner did not find an interference violation in an employer official’s statement to a union officer that management had a way of finding out what occurred at a union meeting. However, in *Grant County Public Hospital District No. 1*, the Commission held that the employer interfered when, during a staff meeting, a member of management told staff that they needed the full picture about the union’s decision to subpoena employer officials and he did not think the subpoenas were the smartest thing to do.

In *Snohomish County*, Decision 9834 (PECB, 2007), *aff’d* Decision 9834-B (PECB, 2008), the Examiner found the employer interfered when an employer official told a bargaining unit

member, who formerly served as union president for one year, that they would not get anywhere as long as the union kept threatening the employer and that the problem was with the union's attorney. In *Snohomish County*, the union and employer were engaged in protracted negotiations.

On June 4, the Othello Letter was found in various locations in the elementary school. Behrends notified Castilleja that the letter was in the building. Upon learning the Othello Letter was in the building, Castilleja went to union vice president Baumgartner's room because he knew union president Thomas was not at school that day. According to Castilleja, he went to see Baumgartner to determine his course of action and find out if the union was involved in the distribution of the Othello Letter.

Castilleja spoke with Baumgartner in the hallway during class time. Baumgartner recalled that Castilleja informed her that the Othello Letter was in the building, and asked if the union directed distribution of the letter. When Baumgartner told him no, Castilleja asked if UniServ Leslie Bedke directed the distribution. Again, Baumgartner said no. Castilleja did not believe the circulation qualified as either professional or union business. Castilleja told Baumgartner that the employer would find out who was responsible for the letter and discipline them, including civil action. Baumgartner recalled that Castilleja specifically used the word prosecute. According to Baumgartner, Castilleja wanted the letter removed from the building, and she felt he wanted her to make sure it was removed. Castilleja did not direct Baumgartner to remove the Othello Letter from the elementary school. Despite not being directed to, Baumgartner thought she was responsible for removing the letter from the building. Baumgartner contacted Bedke and Meredith. Baumgartner told Meredith the letter needed to be removed from the building. Baumgartner believed she would be insubordinate and feared being disciplined if she did not have the letter removed.

Baumgartner has held the position of union vice president and grievance chair for three years and served as a building representative for 12 years. As a union officer, communications made by employer officials to her are evaluated differently than if Baumgartner had been a rank and file union member. *See Grant County Public Hospital District No.1.*

The record reflects that this is not the first instance during the school year that Castilleja had threatened to discipline staff for actions he believed to be unprofessional. Castilleja went so far as to have acts he believed were unprofessional investigated. Castilleja's decision to call Baumgartner out into the hallway during student contact time is questionable, but that decision and his statement to Baumgartner that the employer would find out who was responsible for the letter and discipline them does not rise to the level of interference. It is not unreasonable for an employer to notify the union of acts the employer believes may warrant discipline. Castilleja suspected the union was involved in the circulation of the Othello Letter, which the union attempted to give him but he did not accept. In this circumstance, it is not unreasonable that Castilleja would seek out the union to inquire about the circulation of the Othello Letter. While he used a poor choice of words, a union official should not be surprised when an employer official states that they will take disciplinary action on conduct the employer finds objectionable or inappropriate.

Unlike the supervisor who made comments to staff in *Grant Public Hospital District No. 1*, Castilleja made statements to a union official. This case is similar to *City of Bremerton*, in which an employer official made statements to a union officer. This case is also distinguishable from *Snohomish County*, in which the statements made by the employer official were a threat.

Baumgartner is a long time union official. As such, Castilleja's statement to Baumgartner about potential discipline to employees is not interference. Baumgartner's belief that she would be disciplined if she did not remove the letter is an unreasonable leap. Castilleja did not direct her to remove the letter from the building. Statements made to union officers, who are expected to be able to distinguish between an employer official blowing smoke and making threats based on union activity, are treated differently than employer statements to rank and file union members.

While the Examiner does not find this instance interference because Baumgartner was a long term union officer, Castilleja's statement is on the edge. While Castilleja's statement threatened discipline and prosecution, the statements did not threaten employees for their protected activity.

Conclusion

The employer did not interfere when Castilleja told Baumgartner that the employer would find out who was responsible for distributing the Othello Letter and discipline, including prosecution, that individual. Baumgartner was a long time union official and should have been able to recognize Castilleja's statements as puffery.

FINDINGS OF FACT

1. The Kiona Benton School District is an employer under RCW 41.59.020(5).
2. The Kiona Benton Education Association (union) is an exclusive bargaining representative under RCW 41.59.010(6).
3. Rom Castilleja is the employer's superintendent. During the 2009-2010 school year, Heather Franklin served as the elementary school principal and Jennifer Behrends served as the elementary school dean.
4. During the 2009-2010 school year, Barb Thomas served as the union president and taught in the middle school, Donna Baumgartner served as the vice-president and grievance chair and taught in the middle school, and Connie Meredith served as treasurer and taught first grade in the elementary school. Steve Morton served as an elementary school building representative.
5. Meredith taught first grade for 18 years and taught second grade one year. Meredith holds endorsements from the State of Washington in K-12 Reading and K-8 Elementary Education.
6. Franklin spoke with Thomas about Meredith a few times during the 2009-2010 school year. On November 7, 2009, Franklin and Thomas met. Franklin raised concerns with Meredith's role in the elementary school. Franklin did not think it was appropriate that

Meredith, the union treasurer, was performing duties normally performed by building representatives and thought that Meredith was causing problems in the school.

7. On May 7, Castilleja requested Meredith serve as a union representative when he delivered Amberlee Swensen's non-renewal notice. Meredith attended the meeting.
8. Meredith engaged in protected activity by serving as the union treasurer during the 2009-2010 school year, running for union president, and attending the May 7 meeting between Castilleja and Swensen. The employer was aware of Meredith's union activity.
9. On June 10, the union membership elected Meredith president for the 2010-2011 school year.
10. On June 11, Castilleja met with Meredith and Thomas. During the meeting Castilleja informed Meredith the employer was administratively transferring her from teaching first grade to teaching eighth grade for the 2010-2011 school year. A result of the employer transferring Meredith from first grade to eighth grade was that Meredith would have to prepare to teach different subjects she had never taught before, work with new curriculum, and work with students of different ages than she had taught before.
11. The employer asserted that transferring Meredith was an attempt to make a positive change in staffing at the elementary school and to improve student learning. When Castilleja delivered Meredith's administrative transfer to her, he informed her that the reasons for the transfer were that Meredith was the center of controversy in the elementary school and that during the climate meeting she expressed that she did not enjoy coming to work because of the administration.
12. During the 2008-2009 school year, Castilleja and Kevin Pearl, who was the elementary school principal, discussed transferring Meredith to an interventionist position. Pearl had concerns about Meredith's interactions with the kindergarten team.

13. In the spring of 2010, Castilleja had conversations with Franklin, Pearl, and Joe Lloyd, the employer's grant manager, who served as elementary principal from February 2001 until June 2008. Lloyd told Castilleja that he had concerns with Meredith in her role as building representative and outside of that role. All of the principals informed Castilleja that Meredith was challenging for them as the instructional leader of the building because of her argumentativeness or unwillingness to work with the building to move forward in planning and/or curricular ideas.
14. Aside from Lloyd's testimony, there is no evidence about what Meredith did that challenged the principals' leadership and how those challenges prevented change. The employer was unable to identify any new programs that Meredith stood in the way of or examples of her influence over grade-level teams.
15. Franklin received complaints from teachers about Meredith's behavior.
16. On March 15 Franklin observed Amberlee Swensen for the second time during the 2009-2010 school year. On April 16 Franklin provided Swensen with a letter informing Swensen that Franklin would recommend that Swensen's contract be non-renewed. On April 23 Swensen filed a grievance about her observation. On May 7 Castilleja met with Swensen and Meredith and provided Swensen with a letter informing Swensen that Castilleja was recommending to the school board that she be non-renewed.
17. An employee could not reasonably perceive the employer's non-renewal of Swensen as reprisal for filing a grievance because she had not yet filed a grievance at the time the employer notified her it would recommend non-renewal.
18. On May 11, the employer posted a position announcement for a fourth grade teacher. That week a teacher found a copy of an altered version of the posting in the elementary school and brought the document to Franklin's attention. Franklin informed Castilleja of the altered document.

19. On Friday, May 14, Franklin notified the staff of an emergency staff meeting on Monday, May 17. Castilleja told the staff that he viewed the altered posting as highly inappropriate and unprofessional, that the employer would investigate the incident and the person responsible would be disciplined.
20. On May 17, Castilleja contacted Canfield & Associates to arrange an investigation. Castilleja asked the technology director to find out who downloaded the document. Alan Key conducted an investigation in June. Key determined the scope of the investigation.
21. On June 2, UniServ representative Leslie Bedke, Swensen, Thomas, Baumgartner, Meredith, Irene Alvarado, Erika Repko, and the other first grade teachers met with Castilleja to discuss Swensen's non-renewal. During that meeting Bedke offered Castilleja an anonymous letter written by a teacher about experiences with Franklin as a principal in the Othello School District (Othello Letter). Castilleja refused to accept the letter.
22. On June 4, the Othello letter was discovered in the elementary school. Castilleja contacted Key and requested the scope of the investigation be expanded to include the dissemination of the Othello Letter.
23. On June 8, Key interviewed Castilleja, who provided Key with a list of individuals Franklin identified as being involved with the incidents under investigation. Franklin identified: Meredith, Alvarado, Repko, Swensen, Morton, and Margaret Haugland. Castilleja identified Judi Harding, Ruby Davis, Alice Muxson, Cheryl Taylor, Lupé Carrion, Morton, and the employer's information technology director, Troy Jamieson, for Key to interview. Key's notes indicate that Baumgartner was also identified.
24. During his interview with Key, Castilleja described Meredith as a "control freak," that she liked to be in charge, and that she was a "union person."

25. On June 8, Key interviewed Franklin. During the interview they discussed Meredith, Alvarado, Repko, Swensen, Morton, and Hoagland. Franklin told Key that Meredith was a pain in the ass and Meredith was against change.
26. The employer's transfer of Meredith was based on union animus.
27. On June 9, Key interviewed Davis, Morton, Harding, Carrion, Alvarado, Jamieson, and Repko. On June 10, Key interviewed Baumgartner by phone. On June 15, Key interviewed Meredith and Thomas.
28. Of the individuals interviewed, Thomas served as union president and taught in the middle school, Baumgartner served as union vice president and grievance chair and taught in the middle school, Meredith served as union treasurer, and Morton served as one of the elementary school building representatives during the 2009-2010 school year. Alvarado filed a grievance in March. Repko attended the June 2 meeting in support of Swensen and attended a meeting in the fall with Franklin, Meredith, and another teacher during which the teachers raised the issue of who attended conferences. Four of the nine teachers interviewed by Key held positions in the union, two of whom did not teach in the elementary school.
29. All of the teachers investigated were active in the union, supported teachers who were active in the union, or had confrontations with teachers active in the union. A typical employee could reasonably believe that the employer's investigation was centered around union activities, and could reasonably perceive the employer's actions as a threat of reprisal or force, or promise of benefit, associated with the union activity of certain employees.
30. Upon learning the Othello Letter was in the building, Castilleja went to speak with union vice president Baumgartner because he knew president Thomas was not at school that day.

31. Castilleja spoke with Baumgartner in the hallway during class time. Castilleja informed her the Othello Letter was in the building and asked if the union directed distribution of the letter. When Baumgartner told him no, Castilleja asked if UniServ Leslie Bedke directed the distribution. Again, Baumgartner said no. Castilleja did not direct Baumgartner to remove the letter from the building.
32. Castilleja told Baumgartner that the employer would find out who was responsible for the letter and discipline them, including civil action. Baumgartner recalled that Castilleja specifically used the word prosecute. Castilleja's statements did not threaten employees for engaging in protected activity.
33. Baumgartner has held the position of union vice president and grievance chair for three years and served as a building representative for 12 years.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.59 RCW and Chapter 391-45 WAC.
2. By administratively transferring Connie Meredith from teaching the first grade to teaching eighth grade Language Arts and seventh grade Read 180, as described in Findings of Fact 6-8, 10-14, and 24-26, the employer discriminated in violation of RCW 41.59.140(1)(c), and derivatively interfered in violation of RCW 41.59.140 (1)(a) .
3. The employer's actions in Finding of Fact 16 and 17 did not violate RCW 41.59.140(1)(a).
4. By identifying and investigating Thomas, Baumgartner, Meredith, and 6 other teachers, as described in Findings of Fact 23, 24, 25, 27, 28, and 29, the employer violated RCW 41.59.140(1)(a).

5. By its actions described in Finding of Fact 30-33, the employer did not violate RCW 41.59.140(1)(a).

ORDER

KIONA BENTON SCHOOL DISTRICT, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:


1. CEASE AND DESIST from:
 - a. Discriminating against and interfering with employee rights by administratively transferring Connie Meredith from teaching first grade to teaching eighth grade language arts and seventh grade Read 180 in reprisal for her union activity.
 - b. Interfering with employee rights by selecting Barb Thomas, Donna Baumgartner, Connie Meredith, Irene Alvarado, Steve Morton, Erika Repko, Ruby Davis, Judy Harding, and Lupé Carrion for investigation based on their engaging in or having an association with employees involved in union activity.
 - c. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the state of Washington.
2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.59 RCW:
 - a. Within 30 days of this decision, offer Connie Meredith full reinstatement to a first grade teaching position and restoration of the status quo ante.
 - b. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's

premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

- c. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the Board of Directors of the Kiona Benton School District, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.
- d. Notify the complainant, in writing, within 20 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 complainant with a signed copy of the notice provided by the Compliance Officer.
- e. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 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 Compliance Officer with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 13th day of April, 2011.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



CHARITY L. ATCHISON, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT THE KIONA BENTON SCHOOL DISTRICT COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY discriminated against and interfered with employee rights when we administratively transferred Connie Meredith from teaching first grade to teaching eighth grade Language Arts and seventh grade Read 180.

WE UNLAWFULLY interfered with employee rights when we selected Barb Thomas, Donna Baumgartner, Connie Meredith, Irene Alvarado, Steve Morton, Erika Repko, Ruby Davis, Judy Harding, and Lupé Carrion for investigation.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL offer Connie Meredith full reinstatement to a first grade teaching position and restoration of the status quo ante.

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

DO NOT POST OR PUBLICLY READ THIS NOTICE.

**AN OFFICIAL NOTICE FOR POSTING AND READING
WILL BE PROVIDED BY THE COMPLIANCE OFFICER.**

The full decision is published on PERC's website, www.perc.wa.gov.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

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OLYMPIA, WASHINGTON 98504-0919

MARILYN GLENN SAYAN, CHAIRPERSON
PAMELA G. BRADBURN, COMMISSIONER
THOMAS W. McLANE, COMMISSIONER
CATHLEEN CALLAHAN, EXECUTIVE DIRECTOR

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PUBLIC EMPLOYMENT RELATIONS
COMMISSION


BY: S/ ROBBIE DUFFIELD

CASE NUMBER: 23417-U-10-05969 FILED: 07/30/2010 FILED BY: PARTY 2
DISPUTE: ER MULTIPLE ULP
BAR UNIT: TEACHERS
DETAILS: Connie Meredith
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