Granger School District, Decision 13036 (EDUC, 2019)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

GRANGER EDUCATION ASSOCIATION, Complainant, vs. GRANGER SCHOOL DISTRICT, Respondent.	CASE 130461-U-18 DECISION 13036 - EDUC FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

James A. Gasper, Attorney at Law, Washington Education Association, for the Granger Education Association.

Jon L. Seitz and *Jeanie R. Tolcacher*, Attorneys at Law, Lyon Weigand & Gustafson PS, for the Granger School District.

The Granger Education Association (union) represents a bargaining unit of certificated employees at the Granger School District (employer). The unit does not perform any administrative, confidential, or supervisory functions. The employer and union were parties to a collective bargaining agreement (CBA) that expired on August 31, 2018.

On February 26, 2018, the union filed an unfair labor practice complaint against the employer alleging interference and discrimination against local union president Heather Hull-Stewart's protected activities. On March 1, 2018, the Commission's unfair labor practice manager issued a preliminary ruling finding a cause of action for both interference and discrimination.

On September 27, 2018, the union filed an amended complaint with additional allegations of retaliatory and discriminatory conduct against Hull-Stewart. In an e-mail response I explained that an amended preliminary ruling would not be issued because the additional allegations were included in the broad language of the original preliminary ruling.

I held a hearing on December 4 and 5, 2018, and February 20 and 21, 2019. The parties submitted post-hearing briefs on April 16, 2019.

ISSUES

The preliminary ruling framed the following two issues for hearing:

> Employer interference with employee rights in violation of RCW 41.59.140(1)(a) within six months of the date the complaint was filed, by threats of reprisal or promises of benefit made to Heather Hull-Stewart during negotiations for a successor collective bargaining agreement.
>
> Employer discrimination in violation of RCW 41.59.140(1)(c), [and if so derivative interference in violation of RCW 41.59.140(1)(a)] within six months of the date the complaint was filed, by its actions against Heather Hull-Stewart in reprisal for union activities protected by Chapter 41.59 RCW.

On February 20, at hearing, the respondent made a motion to dismiss all counts. The preliminary ruling's interference and discrimination charges encapsulate three separate counts: (1) discrimination against Hull-Stewart by failing to pay her supplemental contract salaries from September 2017 through January 2018, (2) interfering with Hull-Stewart's protected activity by intimidation of Hull-Stewart's children as a means of retaliation for her union activities, and (3) discrimination against Hull-Stewart by not hiring her for the website coordinator position. I granted the motion to dismiss the first and second count but denied the motion on the third count. On February 21, the respondent made a motion at hearing to dismiss the remaining count, and I denied the motion again.

Having thoroughly reviewed the evidence, arguments, and law on the remaining charge, I find that the union did not meet the burden of proof necessary to establish a violation under RCW 41.59.140(1)(c). The union did not prove that the employer discriminated against Hull-Stewart when she was not awarded the Building Website Manager position.

BACKGROUND

For 11 years, Hull-Stewart was a computer science teacher at Roosevelt Elementary School in the Granger School District and president of the union for five of those years. Some of her duties as the union president consisted of acting as a liaison between the union and school district, participating on the bargaining team, and filing grievances on behalf of the membership. Hull-Stewart's husband, Lon Stewart, was also a member of the bargaining unit and was the lead negotiator on the contract bargaining team. The bargaining process for the 2017–18 contract was demanding and did not finish before the beginning of the 2018 school year.

Supplemental Contracts

Multiple grievances, including one involving Hull-Stewart, were filed and processed during the 2017–18 school year. The grievance filed on behalf of Hull-Stewart concerned the failure of the school district to pay her the full amount for two supplemental contracts. The supplemental contracts were for the Building Website Manager and Building Technology positions. Hull-Stewart occupied these positions for several years without the need to reapply each year. The district had the option to open the position to other applicants but did not choose to go through the process during Hull-Stewart's tenure in the position until May 2018.

In August 2017, the elementary school's new principal, Ann Bohrnsen, reached out to Hull-Stewart requesting a time to meet and discuss renewal of her contract. Bohrnsen sent multiple e-mails to Hull-Stewart over the course of several months. Bohrnsen sent e-mails on August 25 and September 7 requesting to meet with Hull-Stewart. On September 7, Hull-Stewart replied that she had stopped by Bohrnsen's office but the lights were off. Bohrnsen responded on September 11 that she wanted to work collaboratively and that Hull-Stewart should schedule with her secretary if Bohrnsen was not in her office. On October 20, Bohrnsen sent another e-mail to Hull-Stewart stating that she wanted to discuss expectations for the Building Technology position and wanted to know if Hull-Stewart was still interested in the position since she had not received a response. Hull-Stewart wrote back on the following Monday that she was available Wednesday through Friday from 11:15 a.m. until 11:30 a.m. Bohrnsen responded that same day asking if she had any time available after school. On January 6, 2018, Bohrnsen wrote again saying she had not

heard back from Hull-Stewart regarding the Building Technology position and asked when she would have 30 minutes to discuss expectations. In this e-mail, Bohrnsen stated that if Hull-Stewart stopped by her office and she was not there, then Hull-Stewart should speak with a receptionist to schedule an appointment. She continued by saying that if she did not hear from Hull-Stewart by the end of the day on January 8, she would assume Hull-Stewart was no longer interested in either of the supplemental positions.

Hull-Stewart did respond to the e-mail Bohrnsen sent on January 6, 2018, and both the Building Website Manager and the Building Technology supplemental contracts were signed by Hull-Stewart on January 29, 2018. Due to Hull-Stewart's general lack of communication, Bohrnsen believed that Hull-Stewart had not been performing her duties prior to signing the supplemental contracts. She did not see any changes or updates made to the school's website, which was the main job of the Building Website Manager. Nor did Hull-Stewart show Bohrnsen any work order tickets at that time, which was the primary way that work was recorded, requested, and completed for the technology position. Hull-Stewart was paid 56 percent of both full supplemental contract amounts, which reflected the time remaining in the contracts.

Hull-Stewart filed a grievance on February 20, 2018, arguing that the prorated contract payments violated Article VIII, Section 12.B of the CBA, which stated that the "District shall advise employees in writing not later than May 15th if the individual Supplementary Employee Contract is not to be renewed for the next school year." The grievance settled on March 1, 2018, with full back pay for the two supplemental contracts since no notice was provided that the contract would not be renewed in full for the 2017–18 school year. The full stipend paid was $5,250 for the Building Technology position and $3,150 for the Building Website Manager position.

Both supplemental contracts were opened and posted in May 2018 for the following 2018–19 school year, which conformed to the CBA's posting guidelines. The positions were reposted in July to include a union member to sit on the interview panel. Each panelist scored the interviewees, and the final selection for the positions was determined by calculating the interview scores along with a panel discussion. Hull-Stewart was awarded the Building Technology position but not the Building Website Manager position. Hull-Stewart did receive an interview for each position, but

her overall score from the interview panel for the Building Website Manager position was not the highest in the applicant pool.

Around the same time, on June 7, 2018, Hull-Stewart filed a grievance on behalf of the union. The grievance stated that the employer had not provided two copies of the Final Summative Evaluation report for teachers to sign during Final Summative Evaluation Conferences, which violated Article IV, Section 3. D. 8. g. of the contract. As a remedy to the grievance, Hull-Stewart wanted all teachers who did not sign two original copies to be moved from their current Final Teacher Rating to the next highest rating. Superintendent Brian Hart denied the grievance on July 27, 2018, and instead stated he would make sure everyone received two copies for the following year. This grievance was denied before the Building Technology position was offered to Hull-Stewart.

Stewart Children

According to the Roosevelt Elementary Staff Handbook, all non-staff persons entering the building between 8:00 a.m. and 2:30 p.m. must first sign in at the office and then wear a visitor's pass. Every teacher, including Hull-Stewart, was required to sign the handbook showing that the policies were understood. It was not unusual for staff members to bring their children to school with them in the morning before classes started or meet them in the school building after classes finished for the day. If children of staff members entered the school outside the 8:00 a.m. to 2:30 p.m. window, they were not required to sign in and receive a visitor's pass. The exception to this sign-in procedure occurred during student conferences. The employer explained that during conference time the volume of people coming into the building was too high to require all visitors to sign in.

During the 2017–18 school year, a representative from the regional Educational Service District (ESD) came into the elementary school to test security procedures. The representative had concerns because he was able to walk through the front doors and past the main office without signing in or having anyone stop him. Around the same time period, Hull-Stewart's three high school children visited her sometime soon after 11:30 a.m. on October 9, 2017. Student-led conferences were occurring on this day for both the elementary school and high school, which meant that classes ended at 11:30 a.m.

The Stewart children (who regularly visited their mother either before or after school and sometimes during the school day) entered the school on October 9, 2017, through teacher Debbie Anderson's exterior door and proceeded directly to Hull-Stewart's classroom. Assistant Principal Jennifer Mears saw the children in the hallway but did not approach them. She instead called the high school assistant principal to inquire whether the school had an open or closed campus policy for students at lunchtime.

The high school assistant principal spoke to the children about the elementary school sign-in procedures and told them they would need to sign in at the front desk. The conversation ended at that, and the children received no discipline. Neither parent was contacted regarding this situation. Following this event the Stewart children began signing in while visiting the elementary school. No other visiting children of the elementary school's teachers were informed by Bohrnsen of the policy before or after the October 9, 2017, incident. However, children of other staff members did sign in at the main office.

ANALYSIS

Applicable Legal Standards

Interference

It is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their statutory rights. RCW 41.59.140(1)(a). An employer interferes with employee rights when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996).

An employer may interfere with employee rights by making statements through written communication or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *remedy aff'd*, *Pasco Housing Authority v. Public Employment Relations Commission*, 98 Wn. App. 809 (2000).

To prove an interference violation, the complainant must prove by a preponderance of the evidence that the employer's conduct interfered with protected employee rights. *Grays Harbor College*,

Decision 9946-A (PSRA, 2009); *Pasco Housing Authority*, Decision 5927-A. To meet its burden of proving interference, a complainant need not establish that an employee was engaged in protected activity. *State – Washington State Patrol*, Decision 11775-A (PSRA, 2014); *City of Mountlake Terrace*, Decision 11831-A (PECB, 2014). The complainant is not required to demonstrate that the employer intended or was motivated to interfere with an employee's protected collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee was actually coerced by the employer or that the employer had union animus. *Id.*

Discrimination

An employer unlawfully discriminates against an employee when it takes action in reprisal for the employee's exercise of statutorily protected rights. RCW 41.56.140(1); *Educational Service District 114*, Decision 4361-A (PECB, 1994). The complainant maintains the burden of proof in a discrimination case. To prove discrimination, the complainant must first establish a prima facie case by showing that

1. the employee participated in protected activity or communicated to the employer an intent to do so;

2. the employer deprived the employee of some ascertainable right, benefit, or status; and

3. a causal connection exists between the employee's exercise of protected activity and the employer's action.

City of Vancouver v. Public Employment Relations Commission, 180 Wn. App. 333, 348–349 (2014); *Educational Service District 114*, Decision 4361-A.

If the complaining party establishes a prima facie case, the burden of production shifts to the respondent. *City of Vancouver v. Public Employment Relations Commission*, 180 Wn. App. at 349; *Port of Tacoma*, Decision 4626-A (PECB, 1995). The respondent may articulate a legitimate, nondiscriminatory reason for the adverse employment decision. *City of Vancouver v. Public Employment Relations Commission*, 180 Wn. App. at 349. If the respondent meets its burden of

production, then the complainant bears the burden of persuasion to show that the employer's stated reason was either a pretext or substantially motivated by union animus. *Id.*

When the Commission finds a discrimination violation, it carries with it a derivative interference violation. *Reardan-Edwall School District*, Decision 6205-A (PECB, 1998). If there is no finding of a discrimination violation, then no derivative interference violation will be found. *Id.*

Application of Standards

First Count: Failure to Pay Supplement Contracts

During the hearing, the union argued that the employer discriminated against Hull-Stewart's protected union activities when the employer prorated both the Building Technology and the Building Website Manager supplemental contracts that she had been receiving. At the conclusion of the union's case, the employer moved to dismiss the union's complaint. The employer argued that, even taken in the light most favorable to the union, the union failed to meet its burden to prove that discrimination occurred. I granted the motion to dismiss this count because the union failed to make a prima facie case of discrimination.[1]

In order for the union to establish a prima facie case for a discrimination charge, three elements must be met. First, the employee must have participated in protected activity. The union meets that element: Hull-Stewart was union president, she negotiated CBAs, and she filed grievances on behalf of the union. The next element requires that the employer deprive the employee of some ascertainable right, benefit, or status. The union meets this element by showing that the employer deprived Hull-Stewart of 44 percent of her supplemental contract, even though she was eventually made whole after the filing of this unfair labor practice complaint through the grievance procedure. The union fails to meet the third element and does not show that there was a causal connection between Hull-Stewart's union activities and the deprivation of an ascertainable benefit.

The union provided insufficient evidence showing discriminatory motive on the part of Bohrnsen or the employer. The only argument the union made was that the two parties were in the process

[1] While dismissals at the conclusion of the complainant's case are not common, they do occur. Civil Rule 41 (b)(3) allows parties to make a similar motion in bench trials.

of bargaining their next CBA when the union filed the grievance relating to the payment of Hull-Stewart's supplemental contracts. Hull-Stewart's husband, Lon Stewart, who was the lead negotiator at the bargaining table for the union, testified that it was not a bad environment during negotiations, only that the two parties were holding strong to their positions. He gave multiple reasons why bargaining took almost a year to complete, including: working with the employer's attorney on language issues, scheduling dates and times, and negotiating over four or five difficult issues. Stewart continued by stating that no member of the union held on to a particular issue that would stall negotiations, nor did any employer representative become angry and heated, which had occurred in the past. No union animus was presented, which can be an element for establishing a causal nexus.

Even if the union were able to prove a causal connection, the employer provided a nondiscriminatory explanation as to why Bohrnsen prorated Hull-Stewart's supplemental contracts. Bohrnsen's testified that she did not believe Hull-Stewart was performing her duties under the supplemental contract. She did not see any changes made to the website, which was the primary responsibility of the position. She did not see any updates to the information posted on the school's TV monitors, a job that was supposed to be performed by the Building Technology position. She did not believe that the staff were getting their technology needs met and that all technology concerns were being directed to the IT director, not the Building Technology position. It does not appear that Hull-Stewart provided any documentation showing that she was performing her Building Technology duties, even though she did present evidence of tickets, an online request form for technology help, during the hearing. Bohrnsen believed that the handling of tickets and requests were being performed by the IT director.

Bohrnsen sent multiple e-mails over several months to Hull-Stewart trying to connect and solidify the details of the supplemental contracts. With little response or initiative taken by Hull-Stewart to meet and sign the contracts, along with her belief that the work was not being done, Bohrnsen thought that Hull-Stewart was not performing her duties under the two supplemental contracts. The union did not introduce any additional evidence to prove that the employer's nondiscriminatory reason was pretextual.

Because the union was unable to establish that the employer discriminated, I could not find a derivative interference violation; nor could I find an independent interference claim on the same set of facts. The Commission does not find independent interference allegations based upon the same set of facts in a dismissed discrimination complaint. *Northshore Utility District*, Decision 10534-A (PECB, 2010), *citing Reardan-Edwall School District*, Decision 6205-A.

Second Count: Intimidation of Hull-Stewart through Her Children

The union argued that the employer interfered with Hull-Stewart's protected union activities by intimidating her three children, who were students at the high school, which resulted in a chilling effect for Hull-Stewart and the rest of the bargaining unit. The union asserted that the alleged intimidation occurred because Hull-Stewart was the union president and took strong positions in contract bargaining and administration. The union stated that the employer also sought to convey a chilling effect to other union members by using Hull-Stewart's children as an example. At hearing, I granted the employer's motion to dismiss this count because the union did not demonstrate through a preponderance of the evidence that the employer interfered with the employee's protected rights.

The union failed to prove that an employee could reasonably perceive that the employer's actions would constitute a threat of reprisal or force, or a promise of benefit. Extensive testimony over the school's calendar showed that the day Mears saw the children and called the high school was the same day student-led conferences were held in both the elementary and high schools. With conferences occurring, both schools' regular class day ended at 11:30 a.m. Mears, seeing the Stewart children in the hallway sometime shortly after 11:30 a.m., called the high school assistant principal to ask whether the school had an open or closed campus policy during lunch. Although Mears found out that the high school had a closed campus lunch policy, this policy did not apply because of the conference schedule. Additionally, the elementary school suspended the policy of visitors signing in on conference days due to the high volume of traffic.

Even though the policy for signing into the main office was suspended for conferences, the high school assistant principal spoke to the three Stewart children and asked them to sign in when they entered the elementary school building. The Stewart children testified that they did not feel

threatened when the assistant principal spoke to them, nor did they face any punishments or repercussions afterward. The employer explained that although the Stewart children were not required to sign in at the main office that particular day, the employer was trying to be more vigilant in general concerning visitors entering the building. The school had been working with an ESD representative on security procedures and protocol. One area of improvement highlighted by the representative was not allowing visitors to enter the elementary school without first checking in at the office.

Stewart believed his children were being targeted and singled out by the administration. He contacted the superintendent, Margarita Lopez, to discuss the matter. Lopez hired Clear Risk Solutions, an agency specializing in risk management services, to conduct an investigation into these allegations. The investigation reviewed the Roosevelt Elementary Staff Handbook and interviewed Hull-Stewart, Stewart, and several administrative staff. The high school assistant principal said he spoke with the children informally and that it was not handled as a disciplinary issue. During the investigator's interview, Mears stated she had seen high school students at the elementary at lunchtime and was inquiring about the high school's lunch policy, with which she was unfamiliar at that time.

The conclusion of the report stated that the investigator did not gather information or documentation to support a finding that the Stewart children were targeted or singled out by the administration. There were no further incidents regarding the Stewart children or any other children visiting the elementary school who were not attending the school, and the Stewart children began signing in after October 18, 2017.

The union presents no evidence that an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the Hull-Stewart's union activity. There was no evidence of a chilling effect on either Hull-Stewart, Stewart, or anyone else in the bargaining unit. Additionally, the Stewart children continued to visit their mother at the elementary school after the incident.

Third Count: Loss of Building Website Manager Position

During the hearing the employer made a motion, on two separate occasions, to dismiss this count. I denied the motion both times because I needed to conduct further research to determine if the union had met its burden to establish a prima facie case for discrimination. Having now analyzed the evidence, arguments, and law, I find that the union failed to establish a prima facie case for discrimination.

The union was able to establish the first element of the discrimination test showing that Hull-Stewart participated in union activity through her work as union president by bargaining and administering the CBA. The union established the second element of the test when Hull-Stewart was denied an ascertainable benefit by not receiving the Building Website Manager position. However, the union was unable to produce evidence showing a causal connection between Hull-Stewart's protected activity and the employer's actions.[2]

The union argues that Hull-Stewart did not receive the Building Website Manager position because of her strong advocacy work on behalf of the union. The union looks to the timing of her protected activity relating to the posting and filling of the position to show employer discrimination. Hull-Stewart had been bargaining for several months prior to the employer initially posting the Building Website Manager position in May 2018. The union filed a grievance on her behalf specifically relating to Building Website Manager's supplemental contract in February 2018. Hull-Stewart also filed other grievances on behalf of the union prior to the filling of the position in the summer of 2018.

The timing of Hull-Stewart's union activities does not alone reveal a causal connection to substantiate a finding of discrimination. This conclusion is similar to the Commission's decision in *Lower Columbia College*, Decision 9171-A (PSRA, 2007). In *Lower Columbia College* the complainant was unable to provide enough evidence to show a causal connection based on timing. In that case, there was no evidence that the union member was singled out for retaliatory treatment,

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[2] To the extent that the union offered evidence of independent interference or sought to prove interference, it acknowledges that under current Commission jurisprudence, an independent interference violation cannot attach to facts where a "discrimination" claim is dismissed. *Reardan-Edwall School District*, Decision 6205-A.

evidence of disparate treatment, or union animus, even though the complainant alleged 33 separate incidents of discrimination against her. *Id.*

Similarly, in the present case, Hull-Stewart argues that discrimination occurred because of her union activities and the work she performed as union president prior to the filling of the Building Website Manager position. The union presented no evidence showing that Hull-Stewart was singled out or retaliated against due to her union activities. The union does not even provide any evidence to show that during bargaining the employer acted with animus against the union. Consistent with the Commission's conclusion in *Lower Columbia College*, I find that timing alone is not enough to establish a causal connection for this discrimination claim.

Additionally, the union argues that the interview process was not fairly executed and that the employer did not take into account the years of experience Hull-Stewart brought with her to the position. The employer provides legitimate reasons why it did not hire Hull-Stewart for the Building Website Manager Position. Bohrnsen believed that Hull-Stewart had not been performing the job for four months of the school year, and it had been difficult to set up a time to talk about expectations for the position and to sign a contract. Hull-Stewart did not perform as well in her job interview as the other applicant and received lower scores from all the panelists. The panel used the same questions and rubric for each applicant. The employer also included a bargaining unit member on the panel for the second interview process. Although the final decision was made by Bohrnsen, all panel members agreed that Hull-Stewart was not superior to the other candidate.

The present case is also similar to *Tacoma School District*, Decision 8140 (PECB, 2003), where the school district conducted an interview with an employee, Richard Long, which resulted in him not receiving a promotional position. Long was active in the union over a number of years and had filed grievances against his supervisor. He believed that the interview process was "a sham" and that the interview committee was simply "going through the motions." *Id.* A strong factor for the examiner in weighing that no discrimination occurred was the unanimous decision of the interviewers to select another applicant. The examiner found no direct or circumstantial evidence showing that the supervisor "worked her will to retaliate by convincing or coercing the other

members on the committee to vote for the successful applicant *in order to punish Long for his past union activities.*" *Id.*

Here, all of the interviewers on the panel, including a bargaining unit member, selected another applicant for the position instead of Hull-Stewart. The union presented circumstantial evidence arguing that the interview was skewed in favor of the other applicant so that Hull-Stewart would not be chosen for the position. The union argued that the interviewees were not made to actually perform some of the required skills needed for the position, like familiarity with the Internet. To conclude that particular requirements were not assessed due to Hull-Stewart's union activities is too great a leap to make.

CONCLUSION

First, the union failed to prove that the employer discriminated against Hull-Stewart when it did not fully compensate her for the Building Website Manager and Building Technology positions. Second, the union did not prove that the employer interfered with Hull-Stewart's protected rights when Mears called the high school to ask about its lunch policy nor when the high school assistant principal asked the Stewart children to sign in when visiting the elementary school. Lastly, the union failed to prove that the employer discriminated against Hull Stewart when she was not awarded the Building Website Manager position.

FINDINGS OF FACT

1. Granger School District is an employer within the meaning of RCW 41.59.020(5).

2. The Granger Education Association is an exclusive bargaining representative within the meaning of RCW 41.59.020(6).

3. For 11 years, Hull-Stewart was a computer science teacher at Roosevelt Elementary School in the Granger School District and president of the union for five of those years. Some of her duties as the union president consisted of acting as a liaison between the union and

school district, participating on the bargaining team, and filing grievances on behalf of the membership.

4. Hull-Stewart's husband, Lon Stewart, was a member of the bargaining unit and was the lead negotiator on the contract bargaining team. The bargaining process for the 2017–18 contract was demanding and did not finish before the beginning of the 2018 school year.

5. Multiple grievances were filed and processed during the 2017–18 school year. The grievance filed on behalf of Hull-Stewart concerned the failure of the school district to pay her the full amount for two supplemental contracts. The supplemental contracts were for the Building Website Manager and Building Technology positions.

6. Hull-Stewart occupied these positions for several years without the need to reapply each year. The district did not choose to go through the process during Hull-Stewart's tenure in the position until May 2018.

7. In August 2017, the elementary school's new principal, Ann Bohrnsen sent e-mails on August 25 and September 7 requesting to meet with Hull-Stewart. Bohrnsen responded on September 11 that she wanted to work collaboratively and that Hull-Stewart should schedule with her secretary if Bohrnsen was not in her office. On October 20, Bohrnsen sent another e-mail to Hull-Stewart stating that she wanted to discuss expectations for the Building Technology position and wanted to know if Hull-Stewart was still interested in the position since she had not received a response.

8. On January 6, 2018, Bohrnsen wrote an e-mail saying she had not heard back from Hull-Stewart regarding the Building Technology position. She stated that if she did not hear from Hull-Stewart by the end of the day on January 8 she would assume Hull-Stewart was no longer interested in either of the supplemental positions.

9. Hull-Stewart responded to the e-mail Bohrnsen sent on January 6, 2018, and both the Building Website Manager and the Building Technology supplemental contracts were signed by Hull-Stewart on January 29, 2018.

10. Bohrnsen believed that Hull-Stewart had not been performing her duties prior to signing the supplemental contracts. Hull-Stewart was paid 56 percent of both full supplemental contract amounts, which reflected the time remaining in the contracts.

11. Hull-Stewart filed a grievance on February 20, 2018, arguing that the prorated contract payments violated Article VIII, Section 12.B of the CBA. The grievance settled on March 1, 2018, with full back pay for the two supplemental contracts. The full stipend paid was $5,250 for the Building Technology position and $3,150 for the Building Website Manager position.

12. Both supplemental contracts were opened and posted in May 2018 for the following 2018–19 school year. The positions were reposted in July to include a union member to sit on the interview panel. Each panelist scored the interviewees, and the final selection for the positions was determined by calculating the interview scores along with a panel discussion.

13. Hull-Stewart was awarded the Building Technology position but not the Building Website Manager position. Hull-Stewart did receive an interview for each position, but her overall score from the interview panel for the Building Website Manager position was not the highest in the applicant pool.

14. Around the same time, on June 7, 2018, Hull-Stewart filed a grievance on behalf of the union because the employer had not provided two copies of the Final Summative Evaluation report for teachers to sign during Final Summative Evaluation Conferences, which violated the contract. Superintendent Brian Hart denied the grievance on July 27, 2018. This grievance was denied before the Building Technology position was offered to Hull-Stewart.

15. According to the Roosevelt Elementary Staff Handbook, all non-staff persons entering the building between 8:00 a.m. and 2:30 p.m. must first sign in at the office and then wear a visitor's pass. The exception to this sign-in procedure occurred during student conferences

due to the volume of people coming into the building being too high to require all visitors to sign in.

16. During the 2017–18 school year, a representative from the regional Educational Service District (ESD) came into the elementary school to test security procedures. The representative had concerns because he was able to walk through the front doors and past the main office without signing in or having anyone stop him. Around the same time period, Hull-Stewart's three high school children visited her sometime soon after 11:30 a.m. on October 9, 2017. Student-led conferences were occurring on this day for both the elementary school and high school, which meant that classes ended at 11:30 a.m.

17. The Stewart children entered the school on October 9, 2017, through teacher Debbie Anderson's exterior door and proceeded directly to Hull-Stewart's classroom. Assistant Principal Jennifer Mears saw the children in the hallway but did not approach them. She instead called the high school assistant principal to inquire whether the school had an open or closed campus policy for students at lunchtime.

18. The high school assistant principal spoke to the children about the elementary school sign-in procedures and told them they would need to sign in at the front desk. The children received no discipline. Neither parent was contacted regarding this situation. Following this event the Stewart children began signing in while visiting the elementary school. No other visiting children of the elementary school's teachers were informed by Bohrnsen of the policy before or after the October 9, 2017, incident.

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. As described in findings of fact 3 through 14, the union failed to sustain its burden of proof to establish that the Granger School District discriminated against (or derivatively interfered with) the union in violation of RCW 41.56.140(1) when Hull-Stewart received

56 percent of the supplemental contracts for the Building Website Manager and Building Technology positions

3. As described in findings of fact 15 through 18, the union failed to sustain its burden of proof to establish that the Granger School District interfered with employee rights in violation of RCW 41.59.140(1)(a) concerning intimidation of the Stewart children.

4. As described in findings of fact 3 through 14, the union failed to sustain its burden of proof to establish that the Granger School District discriminated against (or derivatively interfered with) the union in violation of RCW 41.56.140(1) when Hull-Stewart did not receive the Building Website Manager position.

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is dismissed.

ISSUED at Olympia, Washington, this 16th day of July, 2019.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Elizabeth Snyder, 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.

RECORD OF SERVICE

ISSUED ON 07/16/2019

DECISION 13036 - EDUC has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

BY: AMY RIGGS

CASE 130461-U-18

EMPLOYER: GRANGER SCHOOL DISTRICT

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