STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WARDEN EDUCATION ASSOCIATION, Complainant, vs. WARDEN SCHOOL DISTRICT, Respondent.	CASE 131525-U-19 DECISION 13105 - EDUC FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Eric R. Hansen, Attorney at Law, for the Warden Education Association.

Rockie Hansen, Attorney at Law, Rockie Hansen PLLC, for the Warden School District.

On May 23, 2019, the Warden Education Association (union) filed an unfair labor practice complaint against the Warden School District (employer). The complaint alleges that the employer interfered with employee rights by denying an employee's request for union representation during an investigatory interview and, later, discriminated against her because of her union activity.

On June 21, 2019, an unfair labor practice manager issued a preliminary ruling finding a cause of action for both allegations. Examiner Michael Snyder conducted a hearing in the matter on September 19, 2019. The parties filed briefs on November 7, 2019, to complete the record.

ISSUES

The complaint presents the following issues:

1. Did the employer interfere with employee rights under chapter 41.59 RCW and violate RCW 41.59.140(1)(a) by denying Kimberly Sanders' request for union representation during an investigatory interview that she reasonably believed could result in discipline?

2. Did the employer discriminate against Kimberly Sanders in violation of RCW 41.59.140(1)(c) because of her union activity by issuing her an oral reprimand on May 10, 2019?

The interference allegation is dismissed. The credible evidence fails to establish that the meeting in question was investigatory in nature, or that Sanders had a reasonable belief that it could result in discipline.

The discrimination allegation is dismissed. The union failed to produce sufficient evidence to establish a prima facie case. The evidence does not establish that Sanders was denied any ascertainable right, privilege, or benefit. Additionally, there is insufficient evidence to establish a nexus between Sanders' union activity and any employer action.

BACKGROUND

The employer is a small school district located in eastern Washington. It operates an elementary school, a middle school, and a high school. The union represents all certificated instructional staff employed by the employer. The union and employer are parties to a collective bargaining agreement effective September 1, 2018, through August 31, 2021. David LaBounty is the employer's superintendent. During the 2018–19 school year, Courtney McCoy was the principal of the middle school and the high school. Between April and May 2019, Darrell Lembcke was the dean of students. As the dean of students, Lembcke played no role in the evaluation or discipline of teachers.

Sanders is employed by the employer as a teacher in the bargaining unit represented by the union. The 2019–20 school year is her fourth year teaching for the district. During the 2018–19 school year she was an elementary school music teacher and also served as the choir director for the middle school and high school. She was supervised by McCoy.

During the spring semester of 2019, Sanders encountered difficulties with a choir student, referred to hereinafter as C.S.[1] C.S. is designated by the employer as a special needs student and is on an individualized education program (IEP). On April 26, 2019, Sanders initiated student discipline against C.S. for attendance issues. The following week, on May 1, 2019, C.S. confronted Sanders outside of her classroom regarding the discipline. During their conversation, Sanders informed the student that her shirt violated the school dress code. As part of the exchange, Sanders told the student her shirt was "disgusting" and inappropriate for class. The student reacted angrily, swore at Sanders, grabbed her personal items from Sanders' classroom and left in a manner described by the teacher as threatening. As a result of the incident, Sanders initiated additional student discipline against C.S. for aggressive behavior. The student discipline report noted that Sanders did not want the student back in her classroom.

The next day, May 2, 2019, Lembcke spoke briefly in a hallway with Sanders regarding the incident of the previous day. After explaining that he had spoken with C.S., he asked Sanders what had occurred and suggested they meet during her planning period at 1:00 p.m.

May 2 Meeting

The testimony of Sanders conflicts with that of Lembcke and McCoy concerning the events of the May 2 meeting. Except to the extent noted otherwise, I do not credit the testimony of Sanders for several reasons. First, her testimony contained internal contradictions. When asked during cross-examination, for example, whether she had accused the employer of forcing her to "gift" grades to students, Sanders initially admitted to making the statement. When asked the same question again moments later, after interjection by the union's counsel, Sanders responded with the opposite answer. Similarly, during her initial testimony she stated that toward the end of the May 2 meeting, she was informed the purpose of the meeting was to find a way to return a student to her classroom. After hearing the testimony of the employer's witnesses,[2] when called by the union as a rebuttal witness, Sanders stated that they had "never, never ever" talked about returning

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1 The student's full name is not used in consideration of privacy concerns.

2 Neither party requested to sequester witnesses during the hearing.

the student to her classroom. Sanders' demeanor at hearing also undermined her credibility as she appeared both combative and evasive during cross-examination. Overall, I found her to be more intent on describing the manner in which she believed she was treated poorly by the employer than on accurately recalling and describing the events that took place during May 2019.

In contrast, I generally found both Lembcke and McCoy to be credible witnesses. Although McCoy was at times evasive during cross-examination, on balance, I found their testimony to be provided in an honest and forthright manner. Because I do not credit the testimony of Sanders, the description of the May 2 meeting and subsequent events is based on the credited testimony of Lembcke, McCoy, and LaBounty.

Both Lembcke and McCoy credibly testified that the purpose of the meeting was to seek a way to restore the relationship between Sanders and C.S., such that the student could be returned to the classroom. This type of "restorative practice" meeting was particularly important for several reasons. First, the employer was obligated to comply with the terms of the student's IEP. Additionally, as a small district, there were no other choir classes into which the student could be transferred. Finally, with only a few weeks of school left in the year, the student's absence would disproportionately affect her ability to earn credit for the class.

Four people initially attended the May 2 meeting in Lembcke's office: Lembcke; his mentor, Mark Johnson;[3] McCoy; and Sanders. Lembcke explained that Johnson and McCoy were present primarily to help him facilitate the restorative practice conversation. After Sanders arrived, Lembcke began by explaining that it was a restorative practice meeting for the purpose of finding a way to return C.S. to the classroom. Much of the ensuing conversation was driven by McCoy. McCoy's initial questions were directed at understanding the history of the relationship between Sanders and C.S. The questions focused on the student's conduct, including her behavior in class and how she was performing. McCoy also asked Sanders what happened on May 1. Sanders admitted that the questioning regarding the May 1 incident continued to be on the behavior of the student. In the context of this discussion, McCoy asked Sanders whether she called C.S.

[3] Johnson does not appear to be an employee of the employer.

"disgusting." At some point during the exchange between McCoy and Sanders concerning the relationship between the teacher and student, Sanders asked for union representation. McCoy responded to Sanders' request by explaining that the purpose of the meeting was not disciplinary; rather, it was to find a way to return C.S. to the classroom.[4] In addition to addressing what had occurred in the past, Sanders and McCoy also discussed Sanders' impression that the employer was not supporting its teachers by failing to take stronger action in response to the student's inappropriate behavior. Over the course of the meeting, Sanders became increasingly upset. The tenor of the meeting escalated when McCoy gestured for the employer's superintendent to enter the room as he was passing by. After LaBounty entered, Sanders became visibly upset, explaining that she felt like she was being "ganged up on." Sensing that his presence was not helping to facilitate the meeting, LaBounty left after a minute or less. The meeting concluded shortly after, following a continued discussion between McCoy and Sanders concerning the behavior of C.S.

The union did not elicit testimony establishing that the employer bore any sort of animus towards Sanders because she requested union representation during the May 2 meeting. When Sanders asked for representation, the only response was that the purpose of the meeting was not disciplinary.

May 10 Meeting

On May 7, Sanders approached McCoy in her office concerning material she had received from C.S. After Sanders told McCoy that she was not going to grade the submission, McCoy told her that they would meet at a later date. Later that day, Sanders received a letter from McCoy requesting a meeting to "discuss an incident in your classroom that happened on May 1." The letter noted that Sanders may be represented at the meeting. McCoy later elaborated on the purpose of the meeting in an email to a representative for the union, Steve Lindholm, noting that "[t]he purpose of our meeting is to clarify the professional standards required when communicating with our students: not telling a student that they are disgusting."

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[4] On cross-examination Sanders also admitted that she was told the purpose of the meeting was to "reengage the student" rather than be investigatory or disciplinary in nature.

Sanders and Lindholm met with McCoy and several other district representatives on May 10. McCoy began the meeting, explaining that the purpose was to discuss appropriate and inappropriate communications with students. The meeting participants then discussed the verbal exchange between Sanders and C.S. on May 1. Sanders and Lindholm clarified that Sanders did not use the word "disgusting" to refer to the student but, rather, her shirt. McCoy explained that regardless of what Sanders was referring to, it was not an appropriate choice of words given the circumstances. At the end of the meeting, McCoy gave Sanders a verbal directive not to make inappropriate comments to students.

McCoy did not characterize the verbal directive as disciplinary in nature at the meeting. She did not place any material in McCoy's personnel file following the discussion. The only records generated by the employer during the meeting were notes taken by Jill Masa, one of the representatives of the employer. Normally, if the employer intends to issue a disciplinary verbal warning to an employee, the discipline is also documented in a written form. Absent such documentation, the employer has no mechanism to verify that it, in fact, occurred. Article III, Section A(3) of the collective bargaining agreement also requires that "[t]he reasons for disciplinary action will be made available to the employee and the Association in writing."

On June 18, 2019, the union filed a grievance concerning the verbal directive, arguing that it constituted a disciplinary "verbal warning" within the meaning of Article III, Section A(6) of the CBA. Following the parties' step one meeting, McCoy submitted an answer granting the requested remedy. In her answer, as a proposed settlement, McCoy agreed to destroy any records of the meeting and undergo training. In two different sections of the grievance answer form, the proposed settlement characterized the comments she made at the May 10 meeting alternatively as a "verbal directive" and "verbal warning." Because no documents were placed in Sanders' personnel file, the only records purged by McCoy were the notes taken concerning the verbal discussion at the meeting.

ANALYSIS

Applicable Legal Standards

Interference

Employees have a statutory right to have a union representative present during investigatory interviews that an employee reasonably believes could result in discipline. *See Okanogan County*, Decision 2252-A (PECB, 1986) (applying the principles established in *National Labor Relations Board v. Weingarten*, 420 U.S. 251 (1975) to employees covered by chapter 41.56 RCW).

To establish a *Weingarten* violation, the complainant must prove that: (1) the employer compelled an employee to attend an interview; (2) a significant purpose of the interview was (or became) investigatory to obtain facts that might support disciplinary action; (3) the employee reasonably believed that discipline might result from the interview; (4) the employee requested the presence of a union representative; and (5) the employer rejected the employee's request and went ahead with the investigatory interview without a union representative present, or required the union representative to remain a passive or silent observer, so as to prevent the representative from assisting the employee. *Washington State Patrol*, Decision 4040 (PECB, 1992). When faced with a request for representation, an employer has three options: (1) grant the request; (2) discontinue the interview; or (3) offer the employee the choice of continuing the interview unrepresented or of having no interview at all, thereby forgoing any benefit that the interview might have conferred upon the employee. *Seattle School District*, Decision 10732-A (PECB, 2012).

Discrimination

An employer unlawfully discriminates against an employee when it takes action in reprisal for the employee's exercise of statutorily protected rights. RCW 41.59.140(1)(c); *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. [t]he employee participated in an activity protected by the collective bargaining statute, or communicated to the employer an intent to do so;

2. [t]he employer deprived the employee 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.

City of Vancouver, Decision 10621-B (PECB, 2012), *aff'd, in part*, *City of Vancouver v. Public Employment Relations Commission*, 180 Wn. App. 333, 348–349 (2014); *Educational Service District 114*, Decision 4361-A.

Ordinarily, an employee may use circumstantial evidence to establish the prima facie case because respondents do not typically announce a discriminatory motive for their actions. *Clark County*, Decision 9127-A (PECB, 2007). Circumstantial evidence consists of proof of facts or circumstances that according to common experience give rise to a reasonable inference of the truth of the fact sought to be proved. *See Seattle Public Health Hospital*, Decision 1911-C (PECB, 1984).

If the complaining party establishes a prima facie case, the burden of production shifts to the respondent. *City of Vancouver*, 180 Wn. App. 333, 349; *Port of Tacoma*, Decision 4626-A (PECB, 1995). The respondent may articulate a legitimate, nondiscriminatory reason for the adverse employment decision. *Id.* If the respondent meets its burden of production, the complainant bears the burden of persuasion to show that the employer's stated reason was either a pretext or that union animus was a substantial motivating factor for the employer's actions. *Id.*

Application of Standards

Interference

The employer does not contest that the May 2, 2019, meeting was mandatory. There is also ample credible evidence that Sanders requested union representation during the course of the meeting. The employer admits such in its answer to the complaint. Once Sanders requested representation, the testimony of McCoy and Lembcke indicates that rather than granting her request or stopping the meeting, the employer chose to continue. The interference allegation thus turns on whether

the meeting was investigatory in nature and whether Sanders reasonably believed it could result in discipline. I find that the credible evidence fails to support either element.

The credited testimonies of McCoy and Lembcke do not show that a significant purpose for the May 2 meeting was investigatory. A meeting becomes investigatory within the meaning of *Weingarten* when the employer seeks information from an employee in order to obtain facts that might support disciplinary action. *Washington State Patrol*, Decision 4040. The information sought must relate to some alleged misconduct. *Cowlitz County*, Decision 6832-A (PECB, 2000). An employer's questioning of an employee concerning activity that potentially has a bearing on the employee's terms and conditions of employment does not automatically bring the meeting within the ambit of *Weingarten*. *Snohomish County*, Decision 4995-B (PECB, 1996) (finding fitness for duty examination not investigatory when it "was not designed to bring out factual information concerning specific instances of misconduct that could result in discipline"). McCoy and Lembcke testified that the purpose of the May 2 meeting was to discuss the relationship between Sanders and her student, and to devise a way to improve the relationship, such that the student could be restored to the classroom. The two administrators did not call the meeting in order to seek information concerning alleged misconduct. Rather, as McCoy explained, the meeting focused on the nature of the relationship between the teacher and student, and the student's behavior. The only credible evidence indicating that even one portion of the meeting could be considered investigatory involved a question posed by McCoy regarding whether Sanders used the word "disgusting" to describe the student. This single question, when viewed in context of a discussion lasting approximately 30 minutes, is insufficient to show that a substantial reason for the meeting was investigatory. The fact that the employer conducted a separate meeting on May 10 to address the claim that Sanders called the student "disgusting," at which she was offered the opportunity to be represented, strengthens this conclusion.

Citing *Lewis Public Transit Benefit Area*, Decision 9275 (PECB, 2006), the union argues that any meeting "in which information is gathered from an employee that could eventually result in discipline at some future time is an investigatory meeting." Adopting such a definition would bring nearly all employee meetings within the ambit of *Weingarten* and is inconsistent with

Commission precedent. Meetings to discuss routine performance issues, for instance, are not investigatory. *City of Seattle*, Decision 6357 (PECB, 1998). Neither are *Loudermill* hearings. *City of Mountlake Terrace*, Decision 11702-A (PECB, 2014). Meetings to investigate a complaint filed by the employee being interviewed are also not investigatory under *Weingarten*. *Seattle School District*, Decision 10732-A (PECB, 2012). Rather, as the Commission noted in *Cowlitz County*, Decision 6832-A, investigatory meetings are those "designed to bring out factual information concerning specific instances of misconduct warranting discipline . . . ."

For *Weingarten* rights to attach, the employee must also reasonably believe the meeting could result in discipline. The subjective intent of the employee in requesting representation is not relevant. Instead, the reasonable belief is measured by objective standards, considering all of the circumstances of the case. *Weingarten*, 420 U.S. 251 n.5.

Given the totality of the circumstances, I do not find that Sanders had a reasonable belief the May 2 meeting could result in discipline. First, the individual who initiated the meeting, Darrell Lembcke, served as the employer's dean of students. His sole role with the employer was to handle student matters. He was not involved in investigating or disciplining staff. The meeting also occurred in Lembcke's office, underscoring the fact that the purpose of the meeting was focused on the behavior of the involved student rather than Sanders' conduct. I recognize that McCoy, Sanders' supervisor, also participated in the meeting and led much of the discussion. The employer's superintendent was also present in the room for less than a minute. While these facts tend to weigh in favor of finding that Sanders' had a reasonable belief the meeting could result in discipline, in light of other countervailing factors, they are not determinative. As the examiner noted in *Clover Park School District*, Decision 7073 (EDUC, 2000), "Simply because an employee is afraid of a supervisor does not mean that any and all meetings with that supervisor automatically give rise to a right to union representation under the statute." There is also no evidence that Sanders was the subject of previous discipline or performance feedback that would shed light on or color her view of the purpose of the May 2 meeting. Finally, and most convincingly, at the outset of the meeting Sanders was assured that the focus was on restoring the student to the classroom. When she later requested union representation, McCoy told her in unequivocal terms

that the purpose was not disciplinary. Similar assurances have been found to be persuasive evidence that an employee would not reasonably believe a meeting could result in discipline. *See Amoco Chemicals Corporation*, 237 NLRB 394 (1978); *United States Postal Service*, 360 NLRB 659 (2014).

The credible evidence is thus insufficient to establish that a substantial portion of the May 2 meeting was investigatory in nature or that Sanders reasonably believed it would result in discipline. These two elements are necessary to proving a *Weingarten* violation. The interference allegation is dismissed.

Discrimination

The union provided sufficient evidence to establish that Sanders participated in activity protected by chapter 41.59 RCW. Although there is no evidence that she was an elected union officer, building representative, or other type of union activist, Sanders requested the assistance of the union during the May 2 meeting. The assertion of her rights under the collective bargaining statute is sufficient to establish that she engaged in union activity. The fact that she was mistakenly asserting a right that did not exist is not determinative of whether her actions were protected. *Clover Park School District*, Decision 7073.

The union failed to prove, by a preponderance of the evidence, that Sanders was denied an ascertainable right, benefit, or status. During the May 10 meeting, McCoy directed Sanders not to use inappropriate language with students. The union argues this verbal directive constituted discipline. The instruction was not documented in any formal manner or placed in Sanders' personnel file. It did not constitute discipline within the meaning of the collective bargaining agreement. In an attempt to settle a grievance over the matter, McCoy wrote that she would expunge any records of what she called a "verbal directive" or "verbal warning." Because the incident did follow the employer's standard procedure for disciplinary verbal warnings, I find this settlement offer of little probative value in establishing whether an ascertainable right, benefit, or status was materially affected. The Commission has found similar non-disciplinary directives to not constitute a denial of a benefit. *See Port of Seattle*, Decision 11848 (PECB, 2013), *aff'd*,

Decision 11848-A (PECB, 2014) (affirming a non-investigatory memo was not disciplinary); *City of Yakima*, Decision 10270-B (PECB, 2011).

Even if the May 10 verbal directive did constitute a denial of some ascertainable right or benefit, the union failed to prove a nexus between it and Sanders' protected activity. Employees may establish a causal connection by showing that adverse action followed the employees' known exercise of a protected right under circumstances from which one can reasonably infer a connection. *City of Winlock*, Decision 4784-A (PECB, 1995). "[T]he burden to establish a causal connection increases for activities that are remote from organizing and bargaining. In other words, the evidentiary and proof problems for a union leader and visible organizer are easier than for one who merely claims benefits under an existing contract." *Seattle School District*, Decision 5237-B (EDUC, 1996).

Here, the record evidence of Sanders' union activity is marginal. It includes only asking for a union representative during a single meeting. There is no evidence that the employer harbored any animus towards this activity specifically, or employees' union activity more generally. Sanders' request for representation was also only a minor part of the May 2 meeting. The vast majority of the discussion centered on the relationship between the teacher and her student. Due to the lack of union animus, the minor nature of Sanders' union activity and the limited importance that her request for representation had in the overall context of the May 2 meeting, I do not find it reasonable to infer a connection between that activity and the subsequent May 10 verbal directive.

Given the foregoing, the union did not establish a prima facie case of discrimination. Although there is evidence of protected activity, Sanders was not deprived of any ascertainable right, benefit, or status. Even if she was, there is no nexus between her union activity and any employer action.

FINDINGS OF FACT

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

2. The Warden Education Association is an employee organization within the meaning of RCW 41.59.020(1) and is exclusive bargaining representative of all certificated instructional employees of the employer.

3. The employer and union are parties to a collective bargaining agreement, which is effective from September 1, 2018, through August 31, 2021.

4. David LaBounty is the employer's superintendent. During the 2018–19 school year, Courtney McCoy was the principal of the middle school and the high school. Between April and May 2019, Darrell Lembcke was the dean of students. As the dean of students, Lembcke played no role in the evaluation or discipline of teachers.

5. Kimberly Sanders is employed by the employer as a teacher in the bargaining unit represented by the union. During the 2018–19 school year she was an elementary school music teacher and also served as the choir director for the middle school and high school. She was supervised by McCoy.

6. During the spring semester of 2019, Sanders encountered difficulties with a choir student, referred to hereinafter as C.S. C.S. is designated by the employer as a special needs student and is on an individualized education program (IEP). After an incident with the student on May 1, 2019, Sanders initiated student discipline against C.S. for aggressive behavior. The student discipline report noted that Sanders did not want the student back in her classroom. The next day, May 2, 2019, Lembcke spoke briefly in a hallway with Sanders regarding the incident of the previous day. After explaining that he had spoken with C.S., he asked Sanders what had occurred and suggested they meet during her planning period at 1:00 p.m.

7. Both Lembcke and McCoy credibly testified that the purpose of the meeting was to seek a way to restore the relationship between Sanders and C.S., such that the student could be returned to the classroom.

8. Lembcke began the meeting by explaining that it was a restorative practice meeting for the purpose of finding a way to return C.S. to the classroom. Much of the ensuing conversation was driven by McCoy.

9. McCoy's initial questions were directed at understanding the history of the relationship between Sanders and C.S. The questions focused on the student's conduct, including her behavior in class and how she was performing. McCoy also asked Sanders what happened on May 1. Sanders admitted that the questioning regarding the May 1 incident continued to be on the behavior of the student. In the context of this discussion, McCoy asked Sanders whether she called C.S. "disgusting."

10. At some point during the exchange between McCoy and Sanders concerning the relationship between the teacher and student, Sanders asked for union representation. McCoy responded to Sanders' request by explaining that the purpose of the meeting was not disciplinary; rather, it was to find a way to return C.S. to the classroom.

11. The tenor of the meeting escalated when McCoy gestured for the employer's superintendent to enter the room as he was passing by. After LaBounty entered, Sanders became visibly upset, explaining that she felt like she was being "ganged up on." Sensing that his presence was not helping to facilitate the meeting, LaBounty left after a minute or less. The meeting concluded shortly after, following a continued discussion between McCoy and Sanders concerning the behavior of C.S.

12. Sanders and Lindholm met with McCoy and several other district representatives on May 10. McCoy began the meeting, explaining that the purpose was to discuss appropriate and inappropriate communications with students. The meeting participants then discussed the verbal exchange between Sanders and C.S. on May 1. Sanders and Lindholm clarified that Sanders did not use the word "disgusting" to refer to the student but, rather, her shirt. McCoy explained that regardless of what Sanders was referring to, it was not an appropriate choice of words given the circumstances. At the end of the meeting, McCoy gave Sanders a verbal directive not to make inappropriate comments to students.

13. McCoy did not characterize the verbal directive as disciplinary in nature at the meeting. She did not place any material in McCoy's personnel file following the discussion. The only records generated by the employer during the meeting were notes taken by Jill Masa, one of the representatives of the employer. Normally, if the employer intends to issue a disciplinary verbal warning to an employee, the discipline is also documented in a written form.

14. On June 18, 2019, the union filed a grievance concerning the verbal directive. Following the parties' step one meeting, McCoy submitted an answer granting the requested remedy. In her answer, as a proposed settlement, McCoy agreed to destroy any records of the meeting and undergo training. In two different sections of the grievance answer form, the proposed settlement characterized the comments she made at the May 10 meeting alternatively as a "verbal directive" and "verbal warning." Because no documents were placed in Sanders' personnel file, the only records purged by McCoy were the notes taken concerning the verbal discussion at the meeting.

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 4 through 11, the employer did not interfere with employee rights under chapter 41.59 RCW and violate RCW 41.59.140(1)(a) by denying Kimberly Sanders' request for union representation during an investigatory interview that she reasonably believed could result in discipline.

3. As described in findings of fact 12 through 14, the employer did not discriminate against Kimberly Sanders in violation of RCW 41.59.140(1)(c) because of her union activity by issuing her an oral reprimand on May 10, 2019.

ORDER

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

ISSUED at Olympia, Washington, this 5th day of December, 2019.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Michael 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 12/05/2019

DECISION 13105 - EDUC has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 131525-U-19

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