STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WELLPINIT CLASSIFIED EMPLOYEES ASSOCIATION/WEA, Complainant, vs. WELLPINIT SCHOOL DISTRICT NO. 49, Respondent.	CASE 7988-U-89-1731 DECISION 3625 - PECB FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER

Harriet Strasberg, Attorney at Law, appeared on behalf of the complainant.

Winston and Cashatt, by C. Matthew Andersen, Attorney at Law, appeared on behalf of the respondent.

On May 24, 1989, the Wellpinit Classified Employees Association/WEA filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that the employment contracts of Alvina Andrews and Terri Samuels had been unlawfully terminated by Wellpinit School District No. 49. The employer's answer to the complaint was received by the Commission on November 14, 1989. A hearing was held in the matter before Examiner Walter M. Stuteville on March 22 and 23, 1990 and on April 18, 1990 in Spokane, Washington, and on May 1, 1990 at Olympia, Washington. The parties filed post-hearing briefs.

BACKGROUND

Wellpinit School District No. 49 is located in the northeastern part of the state of Washington, to the northwest of Spokane. The town of Wellpinit and the Wellpinit School District are located

within the boundaries of the Spokane Indian Nation reservation. A majority of the employer's classified employees and a majority of the student body are Indian tribal members.

The Wellpinit Classified Employees Association/WEA (union) has represented a bargaining unit of classified employees at the Wellpinit School District since September, 1987.

Recent contract negotiations between the employer and union have been lengthy, and were characterized by the union as "tense and strained". At the time of the hearing in this matter, the union had requested mediation assistance from the Commission and had also filed an unfair labor practice complaint relating to the employer's conduct in negotiations. Apparently related to that "tenseness", the employer had issued memos instructing employees to refrain from congregating or associating in small groups. On October 18, 1989, the employer informed the union that it was unilaterally stopping the deduction of dues of association members.

Alvina Andrews and Terri Samuels were both employed as classified instructional aides within the bargaining unit represented by the union. Andrews had been continuously employed by the employer since 1980, and worked as an aide in the Title IV Program during the 1988-1989 school year. Samuels had been employed by the employer since 1986, and was an aide in the special services and preschool program. Andrews and Samuels had both received satisfactory performance evaluations in the past. Evaluations prepared by Vice-principal Nancy Schultz for the 1986-87 and 1987-88 school years were specifically complimentary regarding certain aspects of the work performance of both employees, and Schultz had recommended in both of those years that the employees' contracts be renewed.

Andrews was vice-president of the bargaining unit during 1988-89. Samuels was secretary of the bargaining unit from 1987 until the discharge giving rise to this proceeding. Both Andrews and Samuels

were members of the union's negotiating team during contract negotiations in 1988-89, with Samuels serving as the secretary for the union's team. Their union activities had become known to the employer's school board through their various appearances before the school board as representatives of the bargaining unit.

In July of 1988, both Andrews and Samuels attempted to speak to the school board concerning a proposed district smoking policy.

On February 15, 1989, Samuels addressed the school board concerning two issues. One of those concerned her personal claim concerning the district's health insurance. The other concerned a reduction in the work hours of another employee.

On February 28, 1989, Superintendent Jess Cruzen and Principal Ron Hunter sent a memo to all employees, as follows:

> RE: Circumvention
>
> We are not going to allow any employee to circumvent the chain of command in our school district.
>
> All employees as of this day forward will first approach their immediate supervisor on any or all matters.
>
> Employees who jump directly to the school board will be disciplined, fired or contracts not renewed.
>
> We will appreciate your consideration.

On March 10, 1989, after meeting with the union and discussing concerns about the "circumvention" memo, the employer retracted that memo.

In accordance with the usual and customary procedure, Andrews and Samuels each turned in their time sheets on Friday, April 28, 1989, for the month of April. Later that same day, Andrews and Samuels

each decided, independently of one another, that they needed to leave work. Each of them then followed what they believed to be the procedure for notifying their immediate supervisor that they would be absent. Because Principal Hunter was not available when they left, they each reported their departure to Pauline Ford, a bargaining unit member assigned as secretary at the school. The time sheets which each of them had turned in earlier that day were not corrected, however, and each of them continued to show a full day worked on April 28, 1989.

On May 9, 1989, Principal Hunter confronted Andrews and Samuels individually concerning the inaccurate time sheets. They each acknowledged that they had not corrected their time sheets to reflect their having left the school grounds that day.

Principal Hunter prepared evaluations of both Andrews and Samuels for the 1988-1989 school year. While his evaluations of both employees were uniformly satisfactory, he did not make a recommendation on the renewal of the employment contracts for either employee. He testified that the decision was based upon instructions from Superintendent Cruzen.

On May 11, 1989, Andrews and Samuels were notified that Cruzen would be recommending that the school board not renew their employment contacts.

On May 15, 1989, Andrews and Samuels were each given a written reprimand for not having corrected their April time sheets. Samuels explained the circumstances of her incorrect time sheet to Hunter, and asked that he not place the written reprimand in her personnel file. Hunter denied her request. She renewed that request in a letter dated May 17, 1989, but there is no record of a response to her written request.

After receiving their notices of non-renewal on May 11, 1989, Samuels and Andrews sought permission to speak at a school board meeting scheduled for May 17, 1989. Hunter referred Andrews and Samuels to Cruzen who, in turn, referred them to the chairperson of the school board, Jeff Moyer. When approached by the employees at a construction site where he was working, Moyer insisted that they mail such a request to him.

At the May 17, 1989 meeting of the Wellpinit School Board, Cruzen recommended that Andrews and Samuels not be offered contracts for the following year. Moyer did not allow either Andrews or Samuels to speak to the school board, and the board followed the superintendent's recommendation by voting not to renew the two contracts.

POSITIONS OF THE PARTIES

The union argues the non-renewal of Andrews' and Samuels' employment contracts for the 1989-90 school year was in retaliation for their public activities on behalf of the union. Further, the union asserts that the employer's charge of falsifying time records is pretextual and that the employees had, in fact, followed usual and customary (albeit somewhat informal) procedures used by the classified employees to give notice of and record absences.

The employer argues that the union has not proved, by a preponderance of the evidence, that their non-renewals were motivated by union animus. As an affirmative defense, the employer argues that Andrews and Samuels would have been terminated regardless of any union activity. Finally, the employer argues that classified employees can only be hired on a year-to-year contract basis under the applicable state statute, so that the employer does not need a reason to terminate employees once the school year has expired. Under the employer's theory, it need only refuse to offer an employment contract for the subsequent year.

DISCUSSION

Motion for Temporary Restraining Order

Just prior to the April 18, 1990 date set for the third day of hearing in this case, it came to the attention of the employer that Alvina Andrews and Terri Samuels had filed a tribal grievance against Larry Brown, a school board member who had been subpoenaed and had testified in this matter during March. Brown works for a federally funded, tribal employment agency. The employer argued that the filing of such a grievance was coercive, and it moved for an order restraining Andrews and Samuels from what it characterized as the intimidation of witness Brown. The employer asserted that such an order was necessary to protect the Commission's subpoena process.

The union denied having any knowledge of the grievance filed against Brown, and asserted that the Commission has no jurisdiction to provide temporary relief of the nature requested.

The Examiner deferred ruling on the motion at the hearing, but has now considered the matter and concludes that the employer's motion must be denied.

The Public Employment Relations Commission is an administrative agency, not a court of general jurisdiction. Contrary to the arguments advanced by the employer, the Commission does not have the jurisdiction unto itself to order and enforce equitable relief of the nature requested. Under the Administrative Procedures Act, and specifically RCW 34.05.578, the Commission must file a petition for civil enforcement of its rules or orders in the superior courts of this state. Further, while the employer argued that a protective order was necessary to protect the Commission's subpoena process, the employer's argument failed to take account of the fact that the Commission's subpoena had already been complied with, that

the witness had testified before the Examiner prior to the filing of the tribal grievance, and that there was no indication that any party to the Commission proceedings intended to recall Brown to testify.[1] Therefore, the impact of the tribal grievance, if any, would only be as a retaliation, after the fact. Finally, the employer presented no evidence to show that the tribal grievance was, in fact, intimidating or coercive to Brown's testimony before the Commission. Without such evidence, the motion must be denied.

Contract Non-Renewal

A "discrimination" involves the deprivation of a known right. One of the employer's contentions challenges that basic premise of any "discriminatory discharge" finding to be made in this case, and so is addressed first by the Examiner.

The employer contends that its classified employees are only hired on a year-to-year basis, and that the decision not to renew an employee's contract is not appealable through the courts or the Commission. The employer asserts that the controlling statute in this matter is:

> **RCW 28A.58.099 Hiring and discharging of employees -- Seniority and leave benefits, transfers between school districts.** Every board of directors, unless otherwise specially provided by law, shall:
> (1) Employ for not more than one year, and for sufficient cause discharge all certificated and noncertificated employees; . . .

As authority for its argument, the employer cites the decision of the Superior Court for Stevens County on a case involving the Wellpinit School District's termination of the employment of another employee, Charlene SiJohn. The judge in that case opined

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[1] In fact, Brown was not recalled to testify.

that the school district was free to take the position that classified employees were on a one year contract, and that such a contract could be terminated with or without cause at the end of the school year. The employer argues that this is a parallel case, and that the employer was only exercising the same statutory right in terminating the employment of Andrews and Samuels.

The employer's arguments miss the mark. RCW 28A.58.099 must be read in conjunction with the provisions of Chapter 41.56 RCW, including RCW 41.56.140(1), which makes it an unfair labor practice for a public employer:

> To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;

The "rights guaranteed by" Chapter 41.56 RCW include those set forth in RCW 41.56.040, as follows:

> No public employer, or other person, shall directly or indirectly, interfere with, restrain, coerce, or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purposes of collective bargaining, or in the free exercise of any other right under this chapter. [emphasis supplied]

The case argued by the employer before the court in Stevens County did not involve Chapter 41.56 RCW, as unfair labor practice charges had not been filed. Thus, that court was not called upon to interpret RCW 28A.58.099 in conjunction with RCW 41.56.140(1).

Apart from the inapplicability of the SiJohn case as precedent, the employer's reliance on RCW 28A.58.099 is also misplaced. It is clear that school district officials needed to make some decision about the continuation of their contracts in 1989. There is

evidence of communications between the principal and superintendent on the subject of how that decision would be made, and of the principal acting in a manner different than previous evaluators of Andrews and Samuels. While the employer may have a broad range of discretion in making decisions under RCW 28A.58.099, other provisions of state law in Chapter 41.56 RCW forbid the making of such a decision on the basis of union animus. Discrimination against employees for their engaging in activities protected by Chapter 41.56 RCW may not be protected from scrutiny by disguising a discriminatory termination decision as a contract non-renewal under general employment standards set by RCW 28A.58.099. While the Public Employment Relations Commission does not have jurisdiction to consider an "appeal" of the non-renewal decision generally, the Commission does have jurisdiction to determine whether that decision was made on a basis prohibited by RCW 41.56.140(1).

Dual Motive Discharges

The complainant argues that the protected activities of Andrews and Samuels were the motivating factor in the decision to non-renew their employment contracts, and that the reasons advanced by the employer were pretextual, while the employer contends that it had legitimate reasons for the disputed non-renewals. In determining such disputes, the Commission applies a procedure adopted in City of Olympia, Decision 1208-A (PECB, 1982), citing with approval Wright Line, 251 NLRB 1083 (1980). The burden of proof is placed initially on the complainant, to make a prima facie showing that the union activities of the alleged discriminatee could have been a motivating factor in the employer's decision. This includes proving that the employee was engaged in some activity protected by the collective bargaining statute and that the employer knew of the employee's union activities, so as to infer that the protected conduct was a substantial or motivating factor in the decision to discharge. City of Asotin, Decision 1978 (PECB, 1984). If the employee is successful in making such a prima facie showing, then

the burden shifts to the employer to establish that it would have discharged the employee even absent the protected conduct. City of Bellevue, Decision 2096 (PECB, 1984).

Application of the Dual Motive Test

It is clear that both Andrews and Samuels were engaged in activity protected by Chapter 41.56 RCW. They were both officers in the local union organization certified as their exclusive bargaining representative. They both served on the union's negotiating team. There is no question that their actions in presenting employee issues to the school board were protected activities. City of Olympia, supra.

It is also clear that the employer knew of the union activities of both Andrews and Samuels. Their roles on the union's negotiating team and their appearances before the school board insured their recognition as union representatives. Although it is unusual for a school board to be intimately involved in the day-to-day affairs of school administration, it is apparent that the Wellpinit School Board was so involved.

It is also apparent that there had been a history of discord and disagreements between the employer and the union. That Andrews and Samuels were seen as running interference for other employees was evidenced in uncontradicted testimony that Cruzen stated to the local union president, Pauline Ford, that the employees responsible for bringing down the memo referring to employees communicating directly with the school board would be dealt with individually.

The uncontroverted fact that the employer unilaterally stopped dues deduction for union members also provides strong support for inferring the existence of union animus in the mind of the

employer. See, Pullman School District, Decision 2632 (PECB, 1988) and RCW 41.56.110.[2]

The timing of the events leading to the "non-renewal" decision also supports an inference that the protected activities of Andrews and Samuels were a motivating factor in the employer's non-renewal decisions. In the context of their union activities and of the superintendent's apparent directive that the principal refrain from making any recommendation on renewal, events transpired as follows:

April 28: Andrews and Samuels leave the school grounds early, without correcting their previously submitted time records.

May 9: Principal Hunter confronts Andrews and Samuels about their inaccurate time sheets.

May 10: Superintendent Cruzen signs notices of non-renewal.

May 11: Andrews and Samuels are notified of their non-renewal.

May 15: Andrews and Samuels receive written reprimands dated May 9 for the inaccurate time sheets.

May 17: School board votes to not renew the employment contracts of Samuels and Andrews.

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[2] RCW 41.56.110 makes "checkoff" of union dues a statutory right of the exclusive bargaining representative. An employer who refuses to make such "checkoff" essentially withdraws recognition from the union and so commits a "refusal to bargain" unfair labor practice under RCW 41.56.140(4). City of Edmonds, Decision 3018 (PECB, 1988); Renton School District, Decision 1501 (PECB, 1982). No such violation is found in this case, as no such complaint has been filed.

It seems evident that the employer wasted no time in moving for the non-renewal of the employment contracts, even before getting out the written warnings on the time sheets incident. Such a "rush to judgment" points to a discriminatory motive.

The burden of establishing a prima facie case has been carried by the complainant in this case, and the burden shifts to the employer to establish the legitimacy of its actions.

The employer responded with argument that the Commission has no authority to go into the "right or wrong" of the issue of falsifying time sheets, but should only recognize that the employer has a legitimate issue and allow the employer's judgment to prevail. The test adopted in Olympia, supra, and affirmed by the courts will be applied in this case, however. The different approach suggested by the employer here would give an employer carte blanche to find any plausible justification for a discriminatory act, and would render the Commission and courts powerless to look beyond the decision into its true motivation or impact.

In this case, there is no question that the early departures of Andrews and Samuels from work on April 28, 1989 caused their previously submitted time sheets to be inaccurate. The fact that neither Samuels nor Andrews offered a reason for leaving the school building on April 28, and that neither of them attempted to correct their time sheet does not enhance their credibility.

On the other hand, the employer's policy in handling time sheets invites mistakes. Whenever employees report time that they have not yet worked there is a potential for misstatement, whether intentional or not. From the record, it appeared that the employer's practices in maintaining time records and in excusing employees from work were quite informal and imprecise.

It is clear from the evidence that Superintendent Cruzen had already decided that Samuels and Andrews were trouble-makers, and that the best solution would be to terminate their employment. Through their erroneous handling of their time sheets, Samuels and Andrews gave the employer the incident it was looking for. The employer's reaction appears to this Examiner to be out of proportion to the offense. There was no appearance of fairness. There is no evidence of a scheme to receive pay to which they were not entitled. Contrary to such an inference, they actually reported their departures to the principal's secretary in the absence of the principal. Evaluated from this perspective, the employer's defenses are found to be pretextual and thus fail. The motivation for the non-renewal was prejudicial union animus.

REMEDY

To remedy the unfair labor practice, the employer shall be ordered to immediately reinstate Terri Samuels and Alvina Andrews to the positions which they held as instructional aides at the Wellpinit School District at the time that they were unlawfully terminated or to substantially equivalent positions. In addition, the employer shall provide Andrews and Samuels back pay for the wages and benefits lost during the period of their termination, with interest and the usual payroll offsets, as required by Commission rule.

The union has requested that it be awarded its attorneys fees as a part of the remedy in this case. In setting the standards for the awarding of attorney fees, terms have been used such as: "the employer's callous and inexcusable disregard of the rights of its employees"[3] and "for repeat violations of statute which are of the same nature as found in previous litigation before the Commis-

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[3] City of Bremerton, Decision 2733 (PECB, 1987); AFFIRMED: Decision 2733-A, (PECB, 1987).

sion".[4] Neither analysis describes the situation in this case. The request for attorney fees is denied.

FINDINGS OF FACT

1. The Wellpinit School District is operated pursuant to Title 28A RCW, and is a public employer within the meaning of RCW 41.56.020 and 41.56.030(1). Superintendent Jess Cruzen and Principal Ron Hunter were administrative officials of the employer at all times relevant to the facts of this case.

2. Wellpinit Classified Public Employees Association, an affiliate of the Washington Education Association, and a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative for an appropriate bargaining unit of nonsupervisory classified employees of the Wellpinit School District. The bargaining unit was certified on October 21, 1987.

3. Alvina Andrews was employed by the Wellpinit School District as an instructional aide, beginning in 1980. Andrews had received favorable annual performance evaluations and, until 1989, had received positive recommendations for contract renewal. Andrews has been an active member and supporter of the Wellpinit Classified Employees Association, and was the vice-president of the local union, as well as a member of the union's negotiating team.

4. Terri Samuels was employed by the Wellpinit School District as an instructional aide, beginning in 1986. Samuels had received favorable annual performance evaluations and, until

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[4] City of Kelso, Decision 2633 (PECB, 1988); AFFIRMED: Decision 2633-A (PECB, 1988).

1989, had received positive recommendations for contract renewal. Samuels has been an active member and supporter of the Wellpinit Classified Employees Association, and was the secretary of the local union, as well as a member and secretary of the union's negotiating team.

5. The union activities of Andrews and Samuels became known to the school board and administration of the Wellpinit School District through their activities as two of a three-member negotiating team for the classified bargaining unit, and through their appearances before the school board in July of 1988 and February of 1989, when Andrews and Samuels appeared as union representatives to advocate employee issues.

6. The employer and union began negotiations for their first collective bargaining agreement in February or March of 1988. The relationship has been acrimonious. As of the close of the hearing in this matter, no agreement had been reached and the parties were engaged in mediation. The union had also filed a complaint charging unfair labor practices against the employer, relating to the course of bargaining.

7. On February 28, 1989, Superintendent Cruzen issued a memo admonishing all employees against deviation from "the chain of command" and threatening disciplinary action against employees who went directly to the school board.

8. Principal Hunter was designated as the evaluator of Andrews and Samuels for 1989. While Hunter's evaluations of the two employees were satisfactory, Hunter was instructed by Superintendent Cruzen not to recommend the renewal of either employee.

9. Andrews and Samuels each turned in time sheets at the start of business on April 28, 1989. Such submissions were made in

accordance with usual and customary practices of the Wellpinit School District, and covered the entire month of April, 1989.

10. Late in the day on April 28, 1989, Andrews independently decided that she needed to change her plans, and to leave work early that day. In the absence of Principal Hunter, she reported her departure to the school secretary. Andrews did not take action to correct her previously filed time sheet.

11. Late in the day on April 28, 1989, Samuels independently decided that she needed to change her plans, and to leave work early that day. In the absence of Principal Hunter, she reported her departure to the school secretary. Samuels did not take action to correct her previously filed time sheet.

12. On May 9, 1989, Andrews and Samuels were each confronted by Principal Hunter concerning their inaccurate time sheets for the month of April. Both acknowledged that they had been absent for part of the day on April 28, 1989.

13. On May 11, 1989, Andrews and Samuels were notified that Superintendent Cruzen had decided to recommend against the renewal of their employment contracts.

14. On May 15, 1989, Andrews and Samuels both received written communications dated May 9, 1989, reprimanding them for the inaccuracy of their April time sheets.

15. On May 17, 1989, upon the recommendation of Superintendent Cruzen, the school board did not renew the employment contracts of either Andrews or Samuels.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in these matters pursuant to Chapter 41.56 RCW and Chapter 391-45 WAC.

2. As employees of the Wellpinit School District, Alvina Andrews and Terri Samuels were public employees within the meaning of RCW 41.56.030(2), and entitled to the protection of Chapter 41.56 RCW.

3. The authority of school districts under RCW 28A.58.099 is limited to taking employment actions that are not in contravention of RCW 41.56.140(1).

4. The decisions of the Wellpinit School District on May 17, 1989 to "non-renew" the employment contracts of Alvina Andrews and Terri Samuels were discriminatory, and were made in retaliation for the union activities of said employees. By terminating the employment of Andrews and Samuels under the pretext of their having turned in incorrect time records, the Wellpinit School District interfered with, restrained, coerced, and discriminated against Alvina Andrews and Terri Samuels in the exercise of their collective bargaining rights, and committed unfair labor practices within the meaning of RCW 41.56.140(1).

ORDER

Pursuant to RCW 41.56.160 of the Public Employees' Collective Bargaining Act, it is ordered that Wellpinit School District 49, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices and effectuate the purposes and policies of Chapter 41.56 RCW:

1. CEASE AND DESIST from:

   a. Interfering with, restraining or coercing its employees in their exercise of their collective bargaining rights under Chapter 41.56 RCW.

   b. Interfering with or discriminating against classified employees in the exercise of their collective bargaining rights under Chapter 41.56 RCW.

   c. Discharging or otherwise discriminating against Terri Samuels in reprisal for their exercise of the collective bargaining rights secured by the laws of the State of Washington.

   d. Discharging or otherwise discriminating against Alvina Andrews in reprisal for their exercise of the collective bargaining rights secured by the laws of the State of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to remedy the unfair labor practices and effectuate the purposes of Chapter 41.56 RCW:

   a. Reinstate Alvina Andrews to the position which she held at the time of her unlawful termination or a substantially equivalent position and provide back pay and benefits for the period from the date of her termination to the effective date of the unconditional offer of reinstatement made pursuant to this Order. Such back pay shall be computed, with interest, in accordance with WAC 391-45-410. Alvina Andrews shall report to the employer all earnings that she earned during the period of her termination, which shall be deducted from the total back pay due and owing.

b. Reinstate Terri Samuels to the position which she held at the time of her unlawful termination or a substantially equivalent position and provide back pay and benefits for the period from the date of her termination to the effective date of the unconditional offer of reinstatement made pursuant to this Order. Such back pay shall be computed, with interest, in accordance with WAC 391-45-410. Terri Samuels shall report to the employer all earnings that she earned during the period of her termination which shall be deducted from the total back pay due and owing.

c. Post, in conspicuous places on the employer's premises where notices to its bargaining unit members are customarily posted, copies of the notice attached hereto and marked "Appendix". Such notice shall, after being duly signed by an authorized representative of the Wellpinit School District No. 49, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the Wellpinit School District No. 49, to ensure that said notices are not removed, altered, defaced, or covered by other material.

c. Notify the complainant, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the complainant with a signed copy of the notice required by this Order.

d. Notify the Executive Director of the Public Employment Relations Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time

provide the Executive Director with a signed copy of the notice required by this Order.

Issued at Olympia, Washington, on the 19th day of November, 1990.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

WALTER M. STUTEVILLE, Examiner

This Order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION HAS HELD A HEARING AT WHICH IT WAS DETERMINED THAT WE, THE EMPLOYER, VIOLATED THE PUBLIC EMPLOYEES' COLLECTIVE BARGAINING ACT (CHAPTER 41.56 RCW) AND WE HAVE BEEN ORDERED TO POST THIS NOTICE.

WE WILL NOT interfere with, restrain or coerce employees in any manner in the free exercise of their rights guaranteed by RCW 41.56.

WE WILL NOT discriminate against any employee in the free exercise of their rights guaranteed by RCW 41.56.

WE WILL reinstate Alvina Andrews as an employee in good standing, and shall provide Ms. Andrews with back pay and benefits for the period of her unlawful termination.

WE WILL reinstate Terri Samuels as an employee in good standing, and shall provide Ms. Samuels with back pay and benefits for the period of her unlawful termination.

WELLPINIT SCHOOL DISTRICT NO. 49

By:_____
Authorized Representative

Dated _____

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

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza building, Olympia, Washington 98504. Telephone (206) 754-3444.