

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TUKWILA EDUCATION  
ASSOCIATION,

Complainant,

vs.

TUKWILA SCHOOL DISTRICT,

Respondent.

CASE 132510-U-20

DECISION 13314 - EDUC

FINDINGS OF FACT,  
CONCLUSIONS OF LAW,  
AND ORDER

*Eric R. Hansen, Attorney at Law, Washington Education Association, for the  
Tukwila Education Association.*

*Lorraine Wilson and Elizabeth Robertson, Attorneys at Law, Porter Foster Rorick,  
LLP, for the Tukwila School District.*

On January 31, 2020, the Tukwila Education Association (union) filed an unfair labor practice complaint against the Tukwila School District (employer). The union filed amended complaints on March 27, 2020, and May 8, 2020. On May 27, 2020, a second amended preliminary ruling was issued. A hearing was conducted by videoconference on October 8, 2020. The parties submitted post-hearing briefs on November 30, 2020.

ISSUES

The issues as framed in the second amended preliminary ruling are as follows:

1. Did the employer commit interference in violation of RCW 41.59.140(1)(a) when it precluded Emma Wohl from attending staff meetings at bargaining unit members' requests?

2. Did the employer commit interference in violation of RCW 41.59.140(1)(a) when it precluded Debbie Aldous from attending staff meetings at bargaining unit members' request and interrogated her concerning union activity?

Considering the totality of circumstances, the evidence presented by the union failed to prove that the employer's act of asking union representative Emma Wohl to leave a portion of a staff meeting created a reasonable perception of reprisal for having engaged in union activity. Similarly, the employer's failure to admit union representative Debbie Aldous to a Zoom meeting as it started and the later questioning of Aldous by the employer about the Zoom meeting did not constitute unlawful interference because they did not create the reasonable perception of reprisal for having engaged in union activity.

The complaint is dismissed.

### BACKGROUND

The Tukwila Education Association represents certificated and classified employees of the Tukwila School District. Union members Wohl and Aldous have served as union representatives in various capacities for several years. Wohl is a social studies and Spanish teacher and serves on the union's executive board as its secretary. Aldous is a math teacher and serves on the union's executive board as its treasurer. Aldous's normal work hours start at 8:00 a.m.

### Wohl Incident

On December 19, 2019, Wohl attended a staff meeting at Cascade View Elementary School at the request of Cascade View union members. The union members had concerns about the district's civility policy that was to be discussed at the meeting. The policy had led to discipline in the past, and the members wanted a union representative present to hear the district's interpretation of the policy. Another reason the Cascade View union members asked Wohl to attend their staff meeting was that their building representatives had been denied time at prior staff meetings to discuss issues relevant to the union. Union members were hopeful that having a non-staff, union representative at the meeting might help address the issue of regular discussion time for the union representative

at staff meetings. Wohl was not a member of the Cascade View staff, and the meeting took place on Wohl's off-duty time. Prior to the meeting, Wohl emailed the Cascade View principal regarding a grievance related to time for union representatives to speak at staff meetings. As part of the email, Wohl informed the principal that Wohl was planning on attending the staff meeting later that day. Wohl attended about 20 minutes of the staff meeting. She did not substantively participate in the meeting. Immediately prior to the discussion of the employer's civility policy with the staff, Cascade View's principal called Wohl into the hallway. The principal told Wohl that she had spoken to the employer's human resources department and that Wohl would have to leave the meeting. Wohl left the meeting. Wohl was a third-year provisional employee at the time of the meeting.

Before Wohl left the meeting, the Cascade View principal had called the employer's human resources director about the principal's concern of having an employee from outside the building [Wohl] involved in the civility policy discussions. The employer's board had mandated that its managers follow a lesson plan requiring small group discussions of the civility policy among the staff. The plan required employees to share how they would change their behavior in response to the discussions. The principal and human resources director decided it would not be appropriate to have persons from outside the building involved in those discussions and so decided to have Wohl leave.

#### Aldous Incidents

On April 28, 2020, Aldous requested that the employer invite her to a May 1, 2020, Zoom meeting of some Cascade View staff. Aldous was not a member of the Cascade View staff, and she did not inform her principal that she was intending to attend the meeting. Aldous indicated in her request that she had been asked to attend as a member of the union's executive board by Cascade View union members. Aldous did not receive a response to her email request for an invitation. Aldous later obtained the Zoom invitation for the meeting from another union member. On May 1, 2020, Aldous logged onto the meeting at 8:30 a.m., waited in the waiting room for five minutes, and was let in to attend the final two to three minutes of the meeting. Aldous did not substantively participate in the meeting.

In the afternoon of the same day as the May 1 Cascade View Zoom meeting, Aldous received an email from her principal requesting a meeting to discuss a “concern that was brought to [his] attention.” The employer’s human resources director had informed the principal that there was a report that Aldous had attended a meeting regarding Cascade View staff during Aldous’s normal workday. The human resources director recommended that the principal discuss the matter with Aldous. The principal’s email to Aldous informed her that the meeting was non-disciplinary, but because it might lead to discipline, Aldous was welcome to invite a union representative. After email exchanges between the principal and union representatives clarifying that the meeting was about Aldous’s responsibilities as a math teacher, a meeting was held on May 4, 2020, via Zoom.

Aldous, Aldous’s principal, and Wohl, serving as Aldous’s union representative, were at the May 4 meeting. The principal began the meeting by telling Aldous that it was reported that Aldous was not doing her work as a teacher between 8:00 a.m. and 8:55 a.m. on May 1, 2020. Aldous told the principal that she had attended the Cascade View meeting at the request of union members. The principal asked how Aldous had received the invitation to the meeting. Aldous told the principal that a union member had shared the invitation with her. The principal asked which member had shared it. Aldous declined to answer. The meeting ended shortly thereafter with the principal, responding to an inquiry from Aldous, stating that he did not have a problem with Aldous attending a later meeting during work hours regarding a memorandum of understanding between the union and the employer. Aldous received no further communication or any discipline stemming from the May 1 and May 4 meetings.

#### Union Access to Staff Meetings

Article 2.2.1 of the collective bargaining agreement (CBA) between the parties has a provision regarding union access to members on the employer’s property. It provides that

[d]uly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. It is the responsibility of the abovementioned Association representative to follow the established sign-in procedures prior to contacting members in individual buildings.

The immediate past union president, who served from June 2016 to June 2020, testified that the union and the employer did not have a clear understanding regarding union representative access to staff meetings in buildings they did not work in. The union president also testified that when employees sought to attend these employer meetings as union representatives during the employees' normal work time, the employees would normally request permission from their supervisor and notify the attendees of the meeting that they would be attending.

Union building representatives who are employees in buildings where staff meetings take place attend those staff meetings. Neither Aldous nor Wohl had previously attended a staff meeting as a union representative outside the building where they work. The immediate past union president attended approximately four staff meetings at buildings other than the building he worked in during his four-year tenure, which ended in June 2020. Following the December 19, 2019, Cascade View staff meeting, members of the union's executive board (who were not Cascade View employees) attended several Cascade View staff meetings prior to May 2020.

#### Hours of Work during COVID-19 Pandemic

In March 2020, the union and the employer executed a memorandum of understanding regarding issues related to employees working remotely due to COVID-19. That memorandum of understanding did not change the normal hours of work for employees. It required the employees to "communicate with their direct supervisor for clarification of expectations and questions related to remote or onsite work."

### ANALYSIS

#### Applicable Legal Standards

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)<sup>1</sup>. The burden of proof in an unfair labor

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<sup>1</sup> The definition of an interference violation in RCW 41.59.140(1)(a) is similar to RCW 41.56.140(1) and to Section 8(a)(1) of the National Labor Relations Act. In deciding unfair labor practice complaints filed under chapter 41.59 RCW, the Commission has been guided by precedent developed under chapter 41.56 RCW.

practice lies with the complainant. *State – Family Child Care Providers*, Decision 12781-A (PECB, 2017). To prove interference, the complainant must prove, by a preponderance of the evidence, the employer's conduct interfered with protected employee rights. *Grays Harbor College*, Decision 9946-A (PSRA, 2009); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *remedy aff'd, Pasco Housing Authority v. Public Employment Relations Commission*, 98 Wn. App. 809 (2000). 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 of other employees. *Warden School District*, Decision 12778-A (EDUC, 2018) (citing *Kennewick School District*, Decision 5632-A (PECB, 1996)). Reasonable perception is based on the "totality of the circumstances." *City of Mountlake Terrace*, Decision 11831-A (PECB, 2014).

An employer may interfere with employee rights by making statements, through written communication, or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008). An employer's interrogation of an employee may constitute interference if it unduly impinges on union activity. *City of Vancouver v. Public Employment Relations Commission*, 107 Wn. App. 694, 706 (2001) (reversing *City of Vancouver*, Decision 6732-A (PECB, 1999)). When considering whether an interrogation rises to the level of interference, the Commission considers such surrounding factors as the employer's reason for the interrogation, the specific questions asked, and whether the employee was instructed that failure to answer questions related to union activity would result in discipline. *Id.*

The timing of events may be evidence of interference. *Kennewick School District*, Decision 5632-A. The complainant is not required to demonstrate that the employer intended or was motivated to interfere with employees' protected collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee involved was actually coerced by the employer or that the employer had union animus for an interference charge to prevail. *Id.* Finally, there is no requirement that an employee be engaged in protected activity, or have communicated an intent to do so, for an employer interference violation to exist. *City of Mountlake Terrace*, Decision 11831-A.

### Application of Standards

In their briefs, the parties give slightly different versions of the legal standard for finding interference. The correct standard is stated above. After considering all the evidence presented, I find that the union did not meet its burden of proof on the claims presented.

The preliminary ruling contains two causes of action for interference, one involving Wohl and one involving Aldous. First, the union argues that by asking Wohl to leave a staff meeting the employer interfered with the right of the union representative to attend the employer's staff meeting. Second, the union argues that by not allowing Aldous access to the beginning of a Zoom staff meeting, the employer interfered with her right to attend the staff meeting. In addition, the union alleges the employer's interrogation of Aldous about what she had been doing between 8:00 a.m. and 9:00 a.m. on May 1 and who gave her the Zoom link to the meeting amounted to unlawful interrogation regarding union business. I will first address the incident regarding Wohl, followed by the incidents involving Aldous.

### *Incident Involving Wohl*

The union did not meet its burden of proving by a preponderance of the evidence that the employer's actions involving Wohl created the reasonable perception of a threat of reprisal for engaging in union activity. To determine whether an employee could reasonably perceive the employer's actions as interference in this case, it is necessary to examine the broader issue of union access to employer meetings, the history of such access in this case, and the specific circumstances surrounding Wohl.

While employees have a right to union representation at meetings that could lead to individual employee discipline—the *Weingarten* right, this right is limited. *See, e.g., Methow Valley School District*, Decision 8400-A (PECB, 2004). It is limited to meetings where an employer “seeks information from the employee” that may be used for discipline. *Cowlitz County*, Decision 6832-A (PECB, 2000). This limitation is consistent with the general rule in labor law that employers can reasonably limit union representative access to employees on the employer's property in order to maintain efficient operations. *See National Labor Relations Board v. Babcock & Wilcox Co.*,

351 U.S. 105, 113 (1956). The union did not allege that the meeting Wohl was asked to leave would be covered by the *Weingarten* right.

With regard to the history of union access in the present case, Article 2.2.1 of the parties' CBA grants the union access to the employer's premises and its members. That provision does not grant explicit access to employer staff meetings by union representatives. Historically, it appears that the union has had outside representatives at some of the employer's staff meetings.<sup>2</sup> While there is no generalized right of union access to employer staff meetings, once an employer grants access to union representatives, depending on the circumstances this may create an expectation of continued access. *See, e.g., Southwest Snohomish County Public Safety Communications Agency*, Decision 11149 (PECB 2011), *aff'd*, Decision 11149-C (PECB, 2013); *King County (King County Security Guild)*, Decision 11223 (PECB 2011). From the evidence presented, union representative attendance at staff meetings appears to have been largely in the form of building representatives who are employees in the building where they are employed. However, the immediate past union president testified that he had attended "multiple staff meetings at multiple buildings" as a union representative. When asked how many of these meetings he attended, he estimated four meetings. The record is silent on the specific nature of those meetings. The union president further stated that union representatives did not regularly attend staff meetings at schools where they were not employed unless members requested it. He testified that there was no clear answer from the employer about whether the employer was taking the position that union representatives could or could not attend staff meetings away from their school of employment. He also said that there was an active grievance around the issue of union access.

In the current case, Wohl had no prior history of attending staff meetings as a union representative outside the building where she worked. Wohl was asked to leave this particular staff meeting but was not instructed that she could not attend other staff meetings. Unlike some other cases where the Commission has found interference, in this case, the employer did not give an explicit

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<sup>2</sup> The union did not plead a unilateral change in working conditions in its complaint. Accordingly, this decision should not be construed as a determination about whether any enforceable past practice existed regarding union representation at staff meetings.



instruction to stop engaging in union activity. *See, e.g., Port of Anacortes*, Decision 12155 (PORT, 2014) (employer held meeting where it instructed employees to remove union buttons); *Omak School District*, Decision 10761-A (PECB, 2010) (employer instructed union president not to discuss upcoming disciplinary meeting with union member). Rather, the employer asked an outside union representative to leave a portion of a staff meeting related to sensitive internal staff discussions over a new civility policy. There was no evidence presented to suggest that Wohl or other union representatives would be unwelcome at future staff meetings or that Wohl or anyone else would be retaliated against for Wohl having attended the meeting. Indeed, between December 2019 and May 2020 several members of the union's executive board, who were not Cascade View employees, attended several Cascade View staff meetings.

Because the test for interference requires consideration of employees' reasonable perceptions, it is necessary to discuss other related facts occurring near the time of the employer's actions. The union asserts that its relationship with the employer has been contentious in recent years. The employer hired a new human resources director in 2018. The union engaged in a strike the same year. The number of grievances filed by the union has tripled in the past two years. While it is true that a contentious relationship could lead to a reasonable fear of reprisal for engaging in union activity, here, it is insufficient to establish interference. The case of *Warden School District*, Decision 12778-A, is instructive on this point. In that case, the Commission affirmed dismissal of three interference allegations made in the context of a highly contentious relationship between the union and employer. The Commission found interference on just a single allegation where a school board member sent an email to the union president, which could reasonably be seen by union members as an aggressive personal attack that did not further the collective bargaining relationship. In contrast, the employer's asking Wohl to leave a meeting was not a personal attack and did not create the reasonable impression that the human resources director or anyone else from the employer was seeking to influence how the union represented its members.

Similarly, Wohl's testimony that her provisional employment status made her reluctant to object to not being allowed to attend the entire staff meeting is insufficient to establish a reasonable fear of reprisal for attending the staff meeting. Nothing in the record suggests that Wohl or any other

union member could have reasonably perceived the employer's actions to threaten Wohl's employment.

Looking at the totality of the circumstances, the evidence presented is insufficient to conclude that the employer created the reasonable perception of a threat of reprisal for union activity by precluding Wohl from attending a portion of staff meeting at a building where she did not work.

#### *Incidents Involving Aldous*

The union failed to prove by a preponderance of the evidence that the employer's actions involving Aldous created a reasonable fear of reprisal for having engaged in union activity. This is true for both the employer's actions surrounding the May 1 Cascade View Zoom meeting and the employer's later questioning Aldous about her activities on the same morning. As discussed above, the reasonableness of any fear of reprisal depends on the law surrounding the incidents at issue and the specific facts of the incidents themselves. In analyzing whether a reasonable fear of reprisal exists, I will address first the Aldous's exclusion from the May 1 Zoom meeting, then the employer's May 4 interrogation of Aldous, and finally, the circumstances surrounding these incidents.

#### *Aldous's Exclusion from May 1 Zoom Meeting*

Regarding the May 1 Cascade View Zoom meeting as related above, there is neither an explicit contractual right to access staff meetings nor has there been a demonstrated consistent history of union representative access to meetings outside a union representative's own building. Like Wohl, Aldous testified that she had never before served as a union representative at a staff meeting outside her building. Thus, without additional supporting facts, it would not be reasonable to fear reprisal for having been denied access to such a meeting. While Aldous was aware that other union executive board members had attended Cascade View meetings between December 2019 and the May 1 meeting, this awareness alone is insufficient to support a cause of action for interference of a union right to attend such meetings. Although Aldous knew of Wohl's December 2019 meeting, the union presented no evidence to suggest that the employer retaliated against Wohl for that meeting or that the employer intended to prohibit attendance at staff meetings in general. There was also limited evidence presented regarding whether the employer had actual knowledge that

Aldous was planning on attending the May 1 meeting or why Aldous was let into the meeting late. Combining Aldous's general knowledge regarding union access issues and her late entry to this particular meeting is insufficient to support a finding that a reasonable person would find the employer's actions were in reprisal for union activity.

*Employer's Interrogation of Aldous*

Although not looked at in isolation, the question of whether the employer's May 4 interrogation of Aldous constituted interference is more difficult than the question of whether her exclusion from the May 1 meeting was interference. The union asserts that the employer's immediate formal response to Aldous's attending the May 1 meeting suggests an improper motive for the investigation. The timing of events can be evidence of interference, but timing is not dispositive in every case, as is the situation here. *See State – Ecology, Decision 12732-A (PSRA, 2017)*. The employer merely acted quickly on information it had received. There was a legitimate reason for the employer's investigation. The employer received a report that Aldous was in a meeting of employees at a school where Aldous did not work. The meeting occurred during Aldous's regularly scheduled work hours, and Aldous had not sought permission from her principal to attend the meeting. The employer briefly questioned Aldous about what she was doing on the morning of May 1.

The fact that the parties recently executed a memorandum of understanding regarding work expectations during the COVID-19 pandemic is further evidence that the employer's inquiry could not reasonably be seen as threatening. The memorandum outlines the work hour obligations of employees and requires employees to check with their supervisors where there might need to be clarification. Aldous sought just such clarification at the end of the May 4 meeting when she asked about whether her supervisor had a problem with her attending an upcoming meeting. Aldous did not seek clarification before the May 1 meeting. This led to the need for the investigatory interview. The employer's interrogation of Aldous is similar to a case where an examiner found no interference when an employer questioned a teacher who was also a union officer about her work habits and told her that "she should attend to her classroom duties." *Toutle Lake School District, Decision 2474 (PECB, 1986)*. The examiner stated, "The actions of the employer appear to exhibit

a normal concern about the activities of employees during normal working hours.” *Id.* While the union asserts the short duration of the May 1 meeting suggests an ulterior motive for the employer’s inquiry, this was a case of an employer exhibiting normal concern about activities during work hours, similar to the circumstances of *Toutle Lake School District*.

During the May 4 meeting, the employer also asked about who supplied Aldous the Zoom link to the meeting. The union argues that this question implicated union activity. Aldous requested access three days before the meeting but did not receive confirmation that her request had been received. Aldous had to obtain access from one of the union members attending the meeting. The employer accepted Aldous’s refusal to answer the question and did not follow up. While there was no explicit instruction to Aldous that the employer did not want information related to union activity, the employer did not threaten to discipline and did not discipline Aldous for her refusal to answer. *See City of Tacoma*, Decision 6793-A (interference found where employer continued to interrogate union president about conversations with union members after it knew or should have known the president was seeking to protect member confidences). Thus, the employer’s questioning of Aldous regarding the Zoom link cannot reasonably be viewed as interference.

#### *Surrounding Circumstances*

The union also makes two arguments about other surrounding circumstances being relevant here. First, as related above, the union cites the contentious relationship as evidence supporting a reasonable fear of reprisal. But the union produced no evidence of how that contentious relationship affected the employer’s actions. Unlike *Warden School District*, there was no evidence presented to suggest the contentious relationship was adversely impacting the employer’s communications with the union. *See Warden School District*, Decision 12778-A. Additionally, the union cites *University Place School District*, Decision 9341 (EDUC 2006), for the proposition that threats of discipline for engaging in union activity are interference. However, unlike in *University Place School District*, in the present case, there were no negative comments related to union activity in a performance evaluation. *See id.* In this case, there was simply an investigatory interview regarding a single incident that led to no discipline. None of the surrounding

circumstances cited by the union is sufficient to support a reasonable fear of reprisal for union activity.

Taken as whole, the presented evidence is insufficient to conclude the employer's actions of not letting Aldous into the initial portion of a staff meeting and later questioning Aldous created a reasonable fear of reprisal for engaging in union activity.

### CONCLUSION

Considering the totality of circumstances and the evidence presented, the union failed to meet its burden of proof to show that the employer's acts created the reasonable fear of reprisal for union activity. This is true regarding the exclusion of Wohl from a portion of a staff meeting, not allowing Aldous into the beginning of a Zoom meeting, and interrogating Aldous about the Zoom meeting. The union's complaint is dismissed.

### FINDINGS OF FACT

1. The Tukwila School District (employer) is a public employer within the meaning of RCW 41.59.020(5).
2. The Tukwila Education Association (union) is an employee organization within the meaning of RCW 41.59.020(1) and is the exclusive bargaining representative of all certificated employees of the employer.
3. The union and the employer have a current collective bargaining agreement that was effective September 1, 2019, and expires August 31, 2022.
4. Union members Emma Wohl and Debbie Aldous have served as union representatives in various capacities for several years. Wohl is a social studies and Spanish teacher and serves on the union's executive board as its secretary. Aldous is a math teacher and serves on the union's executive board as its treasurer. Aldous's normal work hours start at 8:00 a.m.

5. On December 19, 2019, Wohl attended a staff meeting at Cascade View Elementary School at the request of Cascade View union members.
6. The union members had concerns about the district's civility policy that was to be discussed at the meeting. The policy had led to discipline in the past, and the members wanted a union representative present to hear the district's interpretation of the policy.
7. Another reason the Cascade View union members asked Wohl to attend their staff meeting was that their building representatives had been denied time at prior staff meetings to discuss issues relevant to the union. Union members were hopeful that having a non-staff, union representative at the meeting might help address the issue of regular discussion time for the union representative at staff meetings.
8. Wohl was not a member of the Cascade View staff, and the meeting took place on Wohl's off-duty time. Wohl was a third-year provisional employee at the time of the meeting.
9. Prior to the meeting, Wohl emailed the Cascade View principal regarding a grievance related to time for union representatives to speak at staff meetings. As part of the email, Wohl informed the principal that Wohl was planning on attending the staff meeting later that day.
10. Wohl attended about 20 minutes of the staff meeting. She did not substantively participate in the meeting.
11. Immediately prior to the discussion of the employer's civility policy with the staff, Cascade View's principal called Wohl into the hallway. The principal told Wohl that she had spoken to the employer's human resources department and that Wohl would have to leave the meeting. Wohl left the meeting. There was no evidence that she was instructed that she could not attend other staff meetings.
12. Before Wohl left the meeting, the Cascade View principal had called the employer's human resources director about the principal's concern of having an employee from outside the building (Wohl) involved in the civility policy discussions.

13. The employer's board had mandated that its managers follow a lesson plan requiring small group discussions of the civility policy among the staff. The plan required employees to share how they would change their behavior in response to the discussions.
14. The principal and human resources director decided it would not be appropriate to have persons from outside the building involved in those discussions and so decided to have Wohl leave.
15. On April 28, 2020, Aldous, requested that the employer invite her to a May 1, 2020, Zoom meeting of some Cascade View staff.
16. Aldous was not a member of the Cascade View staff, and she did not inform her principal that she was intending to attend the meeting.
17. Aldous indicated in her request that she had been asked to attend as a member of the union's executive board by Cascade View union members. Aldous did not receive a response to her email request for an invitation.
18. Aldous later obtained the Zoom invitation for the meeting from another union member.
19. On May 1, 2020, Aldous logged onto the meeting at 8:30 a.m., waited in the waiting room for five minutes, and was let in to attend the final two to three minutes of the meeting. Aldous did not substantively participate in the meeting.
20. In the afternoon of the same day as the May 1 Cascade View Zoom meeting, Aldous received an email from her principal requesting a meeting to discuss a "concern that was brought to [his] attention."
21. The employer's human resources director had informed the principal that there was a report that Aldous had attended a meeting regarding Cascade View staff during Aldous's normal workday. The human resources director recommended that the principal discuss the matter with Aldous.

22. The principal's email to Aldous informed her that the meeting was non-disciplinary, but because it might lead to discipline, Aldous was welcome to invite a union representative.
23. After email exchanges between the principal and union representatives clarifying that the meeting was about Aldous's responsibilities as a math teacher, a meeting was held on May 4, 2020, via Zoom.
24. Aldous, Aldous's principal, and Wohl, serving as Aldous's union representative, were at the May 4 meeting. The principal began the meeting by telling Aldous that it was reported that Aldous was not doing her work as a teacher between 8:00 a.m. and 8:55 a.m. on May 1, 2020. The employer briefly questioned Aldous about what she was doing on the morning of May 1.
25. Aldous told the principal that she had attended the Cascade View meeting at the request of union members. The principal asked how Aldous had received the invitation to the meeting. Aldous told the principal that a union member had shared the invitation with her. The principal asked which member had shared it. Aldous declined to answer. The principal did not follow up.
26. The meeting ended shortly thereafter with the principal, responding to an inquiry from Aldous, stating that he did not have a problem with Aldous attending a later meeting during work hours regarding a memorandum of understanding between the union and the employer.
27. Aldous received no further communication, including threats of discipline, or any discipline stemming from the May 1 and May 4 meetings.
28. Article 2.2.1 of the collective bargaining agreement (CBA) between the parties has a provision regarding union access to members on the employer's property.
29. The immediate past union president, who served from June 2016 to June 2020, testified that the union and the employer did not have a clear understanding regarding union representative access to staff meetings in buildings they did not work in.



30. The union president also testified that when employees sought to attend these employer meetings as union representatives during the employees' normal work time, the employees would normally request permission from their supervisor and notify the attendees of the meeting that they would be attending.
31. Union building representatives who are employees in buildings where staff meetings take place attend those staff meetings. Neither Aldous nor Wohl had previously attended a staff meeting as a union representative outside the building where they work.
32. The union president stated that union representatives did not regularly attend staff meetings at schools where they were not employed unless members requested it. The immediate past union president attended approximately four staff meetings at buildings other than the building he worked in during his four-year tenure, which ended in June 2020. The record is silent on the specific nature of those meetings.
33. Following the December 19, 2019, Cascade View staff meeting, members of the union's executive board (who were not Cascade View employees) attended several Cascade View staff meetings prior to May 2020. Aldous was aware that other union executive board members had attended Cascade View meetings during this period of time. Aldous also knew of Wohl's December 2019 meeting.
34. In March 2020, the union and the employer executed a memorandum of understanding regarding issues related to employees working remotely due to COVID-19. That memorandum of understanding did not change the normal hours of work for employees. It required the employees to "communicate with their direct supervisor for clarification of expectations and questions related to remote or onsite work."
35. The employer hired a new human resources director in 2018. The union engaged in a strike the same year. The number of grievances filed by the union has tripled in the past two years.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under chapter 41.59 RCW.
2. As described in findings of fact 4–14, 28–32 and 35 the employer did not commit interference in violation of RCW 41.59.140(1)(a) when it precluded Emma Wohl from attending a portion of a staff meeting.
3. As described in findings of fact 4 and 15–35, the employer did not commit interference in violation of RCW 41.59.140(1)(a) when it did not let Debbie Aldous immediately into a Zoom staff meeting and interrogated her regarding the Zoom meeting.

ORDER

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

ISSUED at Olympia, Washington, this 26th day of February, 2021.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



LOYD J. WILLAFORD, 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

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ISSUED ON 02/26/2021

DECISION 13314 - 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 132510-U-20

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