

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

PASCO ASSOCIATION OF EDUCATORS,

Complainant,

vs.

PASCO SCHOOL DISTRICT,

Respondent.

CASE 141186-U-24

DECISION 13979-A - EDUC

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

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On August 23, 2024, the Pasco Association of Educators (union or PAE) filed an unfair labor practice complaint on behalf of its certificated bargaining unit against the Pasco School District (employer or district). The union amended its complaint on October 2, 2024.¹ The undersigned examiner conducted a hearing via videoconference on July 24, 25, and 28, 2025. The parties filed post-hearing briefs on October 10, 2025, to complete the record.

ISSUES

As framed by the amended complaint and the cause of action statement,² the issues are as follows:

¹ The employer filed its answer on November 18, 2024.

² The cause of action statement and order of partial dismissal was issued on October 28, 2024. *See Pasco School District*, Decision 13979 (EDUC, 2024). The allegations of the amended complaint concerning *Weingarten* violations were dismissed for failure to state a cause of action.

Employer refusal to bargain in violation of RCW 41.59.140(1)(e) [and if so derivative interference in violation of RCW 41.59.140(1)(a)] within six months of the date the complaint was filed, by

1. Circumventing the union through direct dealing with employees represented by the union by directly offering employees subject to a November 2022 agreement concerning Special Education Student Individualized Education Plans payment and additional help to offset workload increases.
2. Circumventing the union through direct dealing with Michelle Covey concerning student and class assignments.
3. Circumventing the union through direct dealing with Alivia Hiller concerning the terms and conditions of her employment.

Employer interference in violation of RCW 41.59.140(1)(a) within six months of the date the complaint was filed, by

1. Threats of reprisal or force or promises of benefit through statements made by Jaime Morales to Guy Smurthwaite during a meeting concerning Alivia Hiller's employment.
2. Threats of reprisal or force or promises of benefit through actions and statements made by Jaime Morales to Megan Jensen during an investigatory proceeding into Jensen's conduct.
3. Threats of reprisal or force or promises of benefit through actions and statements made by Maria Sandoval to Amberlee Orme, Gerry Brazington, and Twyla Dominguez in connection with protected activity.

The union failed to establish that the employer engaged in direct dealing in violation of RCW 41.59.140(1)(e) and (a). The employer interfered with protected employee rights in violation of RCW 41.59.140(1)(a) by statements that Maria Sandoval made to Gerry Brazington in an email on April 23, 2024. The remaining interference allegations are dismissed.

BACKGROUND

The district provides public education for K–12 students in Pasco. The district operates elementary school, middle school, and high school campuses. Virgie Robinson Elementary School (Robinson Elementary), Ochoa Middle School, and Chiawana High School are schools within the district.

The PAE is the exclusive bargaining representative of the certificated employees bargaining unit. The bargaining unit includes teachers, librarians, and educational staff associate (ESA) certificated personnel.³ The union and employer had a collective bargaining agreement that was effective from September 21, 2021, through August 31, 2024.

Special Education Teacher Pay and Assignments to Amend Individualized Education Plans

The district employs administrators to oversee its special education services. Alicia Quackenbush was employed as the director of special education services during the time of this complaint. As director, Quackenbush oversaw special education programs in secondary schools (sixth grade through high school). Quackenbush provided curriculum for special education staff, monitored compliance, and reported to the Office of Superintendent of Public Instruction about compliance with timelines. This included making sure the district was meeting timelines for completing and revising individualized education plans (IEPs). IEPs should reflect the services the student is receiving, designate who is providing the specially designed instruction, and describe the setting in which those services are being provided.

The timeline for many special education services, including the renewal of IEPs and evaluations, cannot be extended even if a special education teacher or a school psychologist is unavailable to complete them. In those situations, Quackenbush was responsible for arranging for the work to be completed in a timely manner. According to Quackenbush, it was the district's "practice to ask for volunteers to case manage those students and complete that paperwork within timelines, and [the district] would pay them extra to do that with extra duty pay." Extra duty pay (EDP) is a term that is outlined in Article VII, Section 1.F of the parties' collective bargaining agreement.

On March 1, 2024, Quackenbush emailed some special education teachers, informing them of the following:

As we head into 3rd trimester and having some of our self contained students receiving social studies and science in gen[eral] ed[ucation] setting, so exciting!

³ Joint Ex. J-1., Article 1.A.

The IEP's do need to be amended. The minutes will stay the same only the location will change. Case managers, please call parents to get input regarding this move. If there are concerns regarding this move, please schedule an in person meeting. I know this is short notice, please put in for EDP for the time you spend. Also, if you do not have time to complete, please let me know as others are willing to step up.

On March 2, 2024, a union representative, Steve Lindholm, emailed Quackenbush. Lindholm is an employee of the Washington Education Association serving as a union representative on behalf of the PAE. The email stated the following:

PAE is glad someone in the Sped [special education] Department realized Students can't be moved without amending IEPs. PAE has already grieved this as it violates a previous grievance settlement. With that being said remedy for the increased workload will have to be dealt with through the grievance process/adjustment process. . . . I have included Jen Johnson and Bob Smart as they are the district representatives dealing with the violations/grievance.

Quackenbush was not aware of a pending grievance concerning compensation for amending IEPs until she received Lindholm's email on March 2, 2024. Quackenbush did not make any further efforts to offer EDP to teachers for this work after receiving the email from Lindholm.

At the end of the 2023–2024 school year the district decided to get rid of some of its special education resource rooms. This created a need to amend some students' IEPs.

On August 9, 2024, Haley Mackie, a special education resource room teacher at Ochoa Middle School, received an email that was forwarded by her principal, Jacqueline Ramirez.⁴ As Mackie recalls, the email was written by Quackenbush and directed staff to amend all IEPs for the students whose schedules did not match their IEPs. It stated that EDP would be provided for all of the time spent amending IEPs. There was no conversation or communication between Mackie and

⁴ The email that was forwarded on August 9, 2024, was not offered into evidence. Information about the email is based on Mackie's testimony. The date of the original email by Quackenbush that Mackie refers to is unknown.

Quackenbush about EDP. The direction to claim EDP for time spent amending IEPs was included in the forwarded email.

Chiawana High School

Jaime Morales was the principal at Chiawana High School during the 2023–2024 school year. Guy Smurthwaite was employed as an English teacher at Chiawana High School during the 2023–2024 school year. Smurthwaite was also a union building representative and the lead negotiator for the union bargaining team. Morgan Kelso was a union building representative at Chiawana High School during the 2023–2024 school year.

Michelle Covey's Work Assignments

Michelle Covey was employed in a PAE bargaining unit position from 2021–2024. During the 2023–2024 school year Covey held the positions of a half-time (0.5 full-time equivalent [FTE]) special education facilitator and a half-time (0.5 FTE) special education teacher at Chiawana High School. Covey did not testify at the hearing.

According to Smurthwaite, the district and the union never bargained the terms and conditions of Covey's part-time special education facilitator position. The position was originally posted on December 7, 2021, and has been held by Covey since its creation. The job description lists many duties including to “[c]onsult with/advise Directors/Assistant Directors of Special Education on student programming and staffing” and to “[a]nalyze, use and interpret data to guide teacher instruction and assist in school wide planning for students with disabilities.”

The union provided evidence that Covey was involved in setting up meetings with the district administration, parents, and other teachers. This included arranging for teachers to have substitute coverage so that they could attend the meetings. This is not a typical function of other special education teachers.

The union provided testimony that employees observed Covey had a unique job assignment that did not involve teaching any classes in the last two trimesters of the 2023–2024 school year based on entries into PowerSchool, a student information system and database. The district explained

that Covey was assigned to teach one class each trimester and had a case management period and a planning period—a normal workload for a 0.5 FTE special education teacher. In the first trimester, Covey taught a social skills class. In the second and third trimesters, Covey taught an inclusion class, also referred to as a “collaborative hour.” The term “inclusion class” is used to designate a work assignment where a teacher works directly with special education students using a “push-in” model. Under the “push-in” model, Covey went into general classrooms to provide the special education students enrolled in those general education classes with direct educational support. There is no evidence that Covey worked different hours than other part-time special education teachers.

Principal Morales’ Meeting with Alivia Hiller

Alivia Hiller was employed as an English teacher at Chiawana High School during the 2023–2024 school year. In the spring of 2024, Hiller learned that Chiawana High School did not have enough student enrollment and would be cutting her English teacher position for the 2024–2025 school year. Hiller heard that in-building substitute teaching positions would be created to offset people being displaced by the class cuts. No one told Hiller she would be assigned to this position, but based on her low seniority, Hiller suspected she would end up in this position.

On April 22, 2024, the employer sent out an email to all certificated staff at Chiawana High School, including the union building representatives, with an in-building posting for a building substitute position.

On May 2, 2024, Hiller met with Principal Morales to discuss an involuntary transfer to the in-building substitute teaching position at Chiawana High School. Smurthwaite, Kelso, and Maria Lee also attended the meeting. Smurthwaite was the chair of the English department and the head union building representative. Kelso was the union building representative that Hiller had invited to attend the meeting. Lee was the president of the union.

During the meeting, Morales explained that Hiller would be assigned to an in-building substitute teaching position for the 2024–2025 school year. Hiller was being displaced from her current English teacher position and involuntarily transferred to the in-building substitute position because

it was the only open position and she was the least senior staff member. Morales explained that, as the in-building substitute, Hiller would work with the substitute clerk to get jobs for the day and that position would have access to the substitute system. Morales also explained Hiller would have her own workspace in the building as a home base, have a planning period break during the day, and be in a position with a continuing contract.

Smurthwaite spoke up and said something along the lines of “you can’t promise that” or “we’re not there yet.” Morales asked if Smurthwaite was attending the meeting as the head of the English department or as a union representative. Smurthwaite replied something to effect of “can't really take one hat off or the other” or “sometimes I am both.” Smurthwaite explained the union was scheduled to bargain with the employer that evening about the terms and conditions of employment for the new in-building substitute teaching position. Morales said he was unaware of that. Morales told Hiller, “Whatever the language is as a result of the bargain will be what your position will entail. I wasn't aware that it would be bargained.” Morales continued, “I had no plans of moving her classroom because -- or her work location in the building because her classroom was not going to be used.” The meeting ended shortly after that exchange.

Morales was not involved with the bargaining over the in-building substitute teaching position that was scheduled to take place that evening. Ultimately, the union met with the employer representatives and bargained over the terms and conditions of the in-building substitute teaching position. Morales did not have any additional meetings with Hiller to discuss the in-building substitute teaching position.

Filing of the Grievance

On May 6, 2024, union representatives, Lindholm and Lee, met with Principal Morales. The meeting was to discuss a grievance concerning alleged due process violations in past meetings between union members and the district’s management. Specifically, the grievance concerned allegations that the employer had delegated administrative duties to Covey. Lindholm described the meeting as “contentious” and acknowledges he was “very animated in the expression and presentation of the grievance” due to what he saw as egregious contract violations.

On May 9, 2024, Morales followed up on the May 6 grievance meeting in writing. Morales denied the union's grievance.

Investigation of Megan Jensen

Megan Jensen was employed as a half-time English teacher and half-time drama teacher at Chiawana High School during the 2023–2024 school year.

On May 7, 2024, Morales emailed Jensen:

There was a report made to me that may be a violation of district policy. Attached is the letter outlining the report that I received and the policies referenced in the letter. I am asking that you meet at this time to discuss the report made. Due to the nature of the report, I would suggest that you bring union representation with you.

Several documents were attached to the email. The allegations concerned making inappropriate comments to students. The document titled “Loudermill 5260 Meeting Notice” was on the district’s Employee Services’ department letterhead. It informed Jensen of allegations of misconduct against her. Jensen was directed to meet with Morales on May 10 at 2:40 p.m.

The union and Jensen took this to be a sign of a very serious allegation. The term “Loudermill hearing” is used for matters involving “severe discipline and/or pre-termination hearings.” The district’s Employee Services department is involved in serious cases that may result in termination.

Jensen contacted Lindholm to discuss the letter. Lindholm described the conversation as follows:

Ms. Jensen was extremely agitated. She was extremely upset and nervous. She was fearful of losing her job because she, not knowing what Loudermill meant, looked it up on the internet and learned that it was a pre-termination meeting.

And so she was very, very concerned and very upset that she was heading into a meeting -- a pre-termination meeting before anything else had even been made aware of her -- or made aware to her.

On or around May 15, 2024, Jensen and Lindholm met with Morales regarding the alleged misconduct described in the May 7 email.

Based on Jensen's dictation, the union provided a written response to the allegations of employee misconduct. In the response, Jensen denied making any of the alleged statements to students. At the conclusion of the written response, Lindholm wrote the following on Jensen's behalf:

Additional information/concerns:

I am concerned with the fact that I was notified of a Loudermill hearing regarding this investigation. Had Mr. Morales done any basic fact finding, he would have discovered the facts as outlined above. Threatening me with potential termination is hostile and harassing.

I am also concerned with the manner in which I was served notice of this investigation. The notice was on Employee Services Letter Head and was unsigned. I felt Mr. Morales was attempting to make this meeting and unsubstantiated allegations to appear as if Employee Services was investigating this matter given the threat of a Loudermill hearing.

On May 29, 2024, Lindholm sent Morales a follow-up email to remind the employer that it had been three weeks since the employer conducted an investigatory meeting with Jensen on May 15, 2024. Lindholm asked, "Do you have any intention of meeting with said employees to discuss findings/next steps? If so, when?"

On May 31, 2024, Morales sent Jensen a meeting invitation for a follow-up meeting. Morales informed Jensen, "There will be no discipline nor directives given as a result of the findings. This meeting is to share that information. I have coordinated with Mr. Lindholm and Mrs. Lee to attend and they are included on this invitation."

Robinson Elementary School

Maria Sandoval was the principal at Robinson Elementary during the 2023–2024 school year. The union building representatives at Robinson Elementary during the 2023–2024 school year included Twyla Dominguez, Amberlee Orme, and Gerald "Gerry" Brazington. Brazington also served on the union's executive board.

Sandoval's Interactions with Twyla Dominguez

During the 2023–2024 school year Dominguez was employed as a teacher in a self-contained special education classroom. She also served as the PAE lead building representative at Robinson Elementary. When a special education resource room teacher was out on leave during the 2023–2024 school year, Dominguez volunteered to help complete that teacher's IEPs. Completing an IEP is an involved process. The teacher must get to know the student, meet with the student's teachers and other specialists, and communicate with the parents.

Dominguez has worked as a teacher for 22 years. She previously received training from the district on how to write IEPs and felt confident in her ability to do so. In February 2024, Sandoval began to question Dominguez's writing of IEP goals.

On February 28, Principal Sandoval and Assistant Principal Kelly Leonard met with Dominguez. Sandoval expressed concern that an IEP drafted by Dominguez had not been properly approved by a local education agency representative (LEA) (a district-authorized representative) at a previous IEP review meeting. Because Sandoval, Leonard, and the school psychologist were out of the building for that earlier IEP review meeting, the substitute principal stood in for the principal at the meeting and approved the IEP. Dominguez never experienced a situation where both principals and the school psychologist were unavailable on the same day. She did not know it was not acceptable to have the substitute principal approve an IEP as the LEA. Sandoval expressed that having the substitute principal sign the IEP was a compliance concern.

On February 29, 2024, Sandoval raised concerns about a different IEP that Dominguez was working on. Dominguez had previously scheduled a meeting with the student's parents to review the IEP for that morning. Sandoval requested that Dominguez send a draft of the IEP goals to Sandoval and Leonard. This was the first time Dominguez had ever experienced an administrator requesting to review draft goals prior to parents reviewing them. Sandoval canceled the meeting with the student's parents about 10 minutes before the meeting was scheduled to take place. Dominguez found this last-minute cancellation embarrassing and felt it was unprofessional. Sandoval informed Dominguez of the need for additional training on writing IEP goals.

Dominguez informed Sandoval that she was no longer going to volunteer to write these IEPs for the coworker on leave.

In the afternoon of February 29, 2024, Sandoval sent Dominguez an email stating the following: “Please meet with me tomorrow morning, 3/1/24 at 7:50. I would like to go over the compliance matters we discussed yesterday, 2/28/24. You are welcome to have representation.” Dominguez agreed to attend as long as she had union representation.

Dominguez found Sandoval’s email to be concerning. As Dominguez explained, “Wherever the word ‘compliance’ or ‘compliance issues’ or a ‘compliance matter’ -- those words are very red flag. They draw red flag because, if an IEP is out of compliance, it could issue, you know, like, a -- questioning my license. I could end up losing my license or losing my job if there is a huge compliance issue with an IEP.”

On March 1, 2024, Sandoval met with Dominguez to discuss IEP concerns. Lee and Brazington attended as union representatives. The outcome of the meeting was that Dominguez would not be disciplined. However, Dominguez received a follow-up email documenting the employer’s expectations.

In May 2024, Sandoval added language to Dominguez’ performance evaluation identifying IEP goals as being an area of concern and growth. Dominguez objected to this last-minute addition to the performance evaluation and highlighted other professional growth goals previously discussed. Dominguez included Lee and Lindholm on the email exchanges with Sandoval, and Lee asked to participate in the next meeting on the issue.

According to Dominguez’s testimony, Sandoval targeted Dominguez and other union building representatives because of their union activities. Specifically, Dominguez observed that union building representatives were called into Sandoval’s office more frequently than other teachers and placed under heavier scrutiny for normal things.

Sandoval's Interactions with Gerry Brazington

During the 2023–2024 school year, Brazington was employed as a fifth-grade bilingual teacher at Robinson Elementary. He was also a union building representative at Robinson Elementary and served on the union executive board.

In April 2024, Sandoval requested a meeting with Lee concerning Brazington. Lindholm and Lee informed Brazington of this request.

On April 18, 2024, Sandoval emailed Brazington: “I would like to meet with you on Monday, 4/22/24 at 7:50 to share a couple of things that were shared with me. Mr. Lindholm and Maria Lee have requested to be invited, please make sure and let them know.” On April 19, 2024, Sandoval emailed Brazington a request to change the meeting date to April 23, along with the following question: “Will you see if the other two members are available?”

On or around April 19, 2024, Sandoval called Brazington into the school hallway. According to Brazington, Sandoval said that “she would be sending [Brazington] an email invite to a meeting on Monday and that this is not how she wanted this to go because [they] had a good working relationship up to that time.” Brazington understood this to mean that having the meeting “with Steve [Lindholm] and Maria Lee going to be there is not how [Sandoval] wanted it to go.”

On April 22, 2024, Sandoval met with Brazington, Lindholm, and Lee to discuss two issues of concern. The first issue was that Brazington had expressed concerns to a coworker about using the Associated Student Body (ASB) funds to purchase a book vending machine for \$2,000. Brazington had questioned the coworker, a librarian who served as the ASB advisor, about whether the students had voted on using the ASB funds for the book vending machine. Brazington believed that “ASB money is supposed to use for [sic] extracurricular activities only.” Sandoval explained that Brazington’s questions made the ASB teacher feel like “she did something illegal or something wrong.” When asked about this, Brazington explained that the conversation with the ASB teacher “was not to inform her that she did something wrong.” Brazington continued to

explain: "I just did that because I had an email from WASBO⁵ -- they're the ones who govern the ASB money -- to go ask her if the kids voted on that. So I don't see where there's anything wrong with that one."

The second issue concerned a comment that Brazington made to Mayra Rodriguez, another fifth-grade teacher, the day earlier, on April 21, in a fifth-grade professional learning team (PLT) meeting. According to Sandoval, during a conversation about positions for the next school year, Brazington told his fellow teacher, "Well, you're the one that's going to be leaving." As Brazington described it, "I told Mayra Rodriguez that I will miss her next year because she's not going to be on our team because she -- because she was going to be the low person on the totem pole and they were going to downsize the class, and with that, she started to cry." Brazington further explained:

We were a very close fifth grade team, and we have discussed many times trying to figure out how to keep [Rodriguez] on [the] fifth grade team, knowing that, at the end of the year, she would be most likely bumped down to another grade level. There is a lot of love and appreciation between us, and I was dumbfounded that this was brought up at all, and my team members that were in that meeting also were upset that this was brought to this point.

Toward the end of the meeting, Sandoval said something to Brazington about being highly respected because of his leadership position. The following exchange occurred during Brazington's testimony:

Q And in what context was [Sandoval] bringing up the fact that you were -- you, as a PAE representative, are highly respected by the members?

A That was towards the closing -- the closing of our thing, and I think that's just her to remind me that I need to watch what I say because I -- the union rep brings a lot of responsibility, and if I say something, the other staff are going to listen and follow along.

⁵ Washington Association of School Business Officials.

On April 23, 2024, Sandoval sent a follow-up email to Brazington stating the following:

As shared, your colleagues see you with respect and because of your leadership roles your words carry weight. I continue to invite you to please share with me when you have a concern of a process, or fund use, that way we can look into it rather than stress out a colleague by making them feel they did something wrong.

When making a statement like, “We are going to lose her” and pointing at the team member occurred in the PLT room, I had no other context. Your colleague was upset and in tears. Once again unnecessary statements that caused stress.

All I ask is that conversations are honest, courteous, and respectful.

Sandoval’s Interactions with Amberlee Orme

During the 2023–2024 school year, Orme was employed as a third-grade teacher at Robinson Elementary. She was also a union building representative.

Orme was on leave and had a substitute teacher from December 2023 to March 2024. During that time, the substitute teacher was provided with help to deal with student misbehavior. Orme observed that she did not receive the same level of help dealing with student misbehavior that the substitute received. Orme also perceived that teachers in other classrooms were getting more help with student behavior issues than she was receiving from the school administration.

In June of 2024, Orme decided not to take her class on a year-end field trip to the splash pad park due to ongoing behavioral concerns with the class. On June 6, 2024, Principal Sandoval learned that Orme was not taking her class on the field trip. Orme testified that she and Sandoval were in the main office when Sandoval announced “loudly . . . that she wasn't going to deal with anything in regard to the splash pad, that she was going to have all parents’ phone calls directed to [Orme], [and] that she wasn’t going to deal with it.” When Orme tried to explain the situation, Sandoval cut her off and told her “she wasn’t going to deal with it.” Sandoval did not recall cutting Orme off but acknowledged her tone was “calm and quick.” Sandoval explained that it was lunch time and she was on her way out to the cafeteria. Typically, parent calls to teachers are sent to voicemail. In this situation, Orme testified that parents’ calls about the field trip were forwarded to Orme’s classroom phone while she was teaching. According to Sandoval’s testimony, there was some

confusion about which of Orme's students were attending the field trip. A few of Orme's students had been given permission by Orme to attend the field trip with another teacher's class. If the parents of Orme's students called the day of the field trip to ask about their child's participation, the call was forwarded Orme.

Orme and another third-grade teacher did not take their classes to the splash pad because of the behavior in their classrooms. The teachers did not feel like their students had earned the privilege to go to the splash pad. Orme's testimony indicated that she was not aware of any other teachers with students not going to the splash pad who were singled out by Sandoval. The other third-grade teacher did not testify at the hearing.

ANALYSIS

Applicable Legal Standards

Under Washington's collective bargaining laws, employees have the right to organize and designate representatives of their choosing for purposes of collective bargaining or exercise other rights free from interference, restraint, coercion, or discrimination. RCW 41.59.140(1)(a). It is an unfair labor practice for an employer to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by the collective bargaining laws. *Id.*

Circumvention

It is an unfair labor practice for an employer to circumvent its employees' exclusive bargaining representative and negotiate directly with bargaining unit employees over mandatory subjects of bargaining. *Royal School District*, Decision 1419-A (PECB, 1982). In order for a circumvention violation to be found, the complainant must establish that it is the exclusive bargaining representative of the employees and that the employer engaged in direct negotiations with one or more employees concerning a mandatory subject of bargaining. *City of Seattle*, Decision 3566-A (PECB, 1991).

Interference

An employer may interfere with employee rights by making statements, through written communication, or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *remedy aff'd*, *Pasco Housing Authority v. Public Employment Relations Commission*, 98 Wn. App. 809 (2000). An employer interferes with employee rights when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996).

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

Application of Standards

Circumvention/Direct Dealing

Payment for Extra Work to Amend IEPs

To prove an employer circumvented the union and engaged in direct dealing there must be evidence that the employer engaged in direct negotiations with one or more employees concerning a mandatory subject of bargaining. *City of Seattle*, Decision 3566-A. There is no evidence that Quackenbush engaged in negotiations with individual employees about compensation for amending IEPs. Rather the record shows that Quackenbush emailed a group of special education

teachers on March 1, 2024, directing them to amend IEPs and put in for EDP for the time they spent doing so. There is no evidence that there was any back-and-forth exchange between individual employees and Quackenbush about compensation for amending IEPs.

Mackie describes being forwarded an email with the same information from Quackenbush by her principal in August of 2024, but that email was not offered into evidence. Based on the testimony, it seems likely that the principal forwarded a copy of Quackenbush's March 1, 2024, email. There were no conversations or negotiations between Mackie and Quackenbush about EDP.

Employers retain the right to communicate directly with employees who are represented, provided that the communication does not amount to bargaining or other unlawful activity. *University of Washington*, Decision 10490-C (PSRA, 2011), *aff'd on other grounds*, *University of Washington v. Washington Federation of State Employees*, 175 Wn. App. 251 (2013). The fact that the union felt that EDP was not the correct form of compensation for this type of work is a matter for the parties' grievance procedure. The record shows that the union filed a grievance. Lindholm notified Quackenbush that there was a pending grievance related to EDP for amending IEPs.

The union also argues that the employer's email regarding paying employees EDP for amended IEPs was inconsistent with a previous settlement agreement between the parties. The commission does not enforce grievance settlement agreements. The union's argument, that the employer's offer to pay employees EDP was the wrong form of payment to offer based on the terms in a previous settlement agreement, is not a matter for the commission to determine in an unfair labor practice case alleging direct dealing.

Quackenbush did not engage in negotiations with employees concerning EDP. The employer did not circumvent the union or engage in direct dealing with employees by directing employees to put in for EDP for time spent amending IEPs or by directing employees to let Quackenbush know if they didn't have time to complete the amended IEPs.

Michelle Covey's Work Assignments

The union argues that the employer negotiated directly with Covey and authorized her to engage in administrative duties and management functions. The union points to examples of Covey's unique job functions and assignments. There is no testimony proving that Covey's unique job functions and assignments were negotiated between the employer and Covey. Rather these functions appear to be part of her unique role as a part-time special education facilitator. The union argues that the position description for the part-time special education facilitator position, which was adopted in 2021, was not bargained with the union. This allegation occurred far outside of the six-month statute of limitations period provided for in RCW 41.59.150(1) and cannot be considered in this case.

The union argues that Covey had a special arrangement with the employer because she wasn't teaching any real classes. However, the evidence shows that Covey taught one class each trimester, the normal workload for a 0.5 FTE special education resource room teacher. In support of its position, the union cites *Othello School District*, Decision 13488 (EDUC, 2022). In *Othello School District*, the district asked teachers "to come up with a schedule containing an in-person offering for their students. . . . [and] [t]he employer adopted the plan and implemented it . . ." without negotiating with the union. Elements of that plan directly conflicted with the parties' memorandum of understanding, stating that "[t]eachers will not be required to teach both online and in person at the same time." This case concerning Pasco School District is not analogous. The record is devoid of evidence showing that Covey's job assignment for a collaborative "push-in" model teaching period resulted from direct negotiations between Covey and the employer.

The union points to testimony from Principal Morales as evidence of direct dealing. Morales's testimony explained that after getting feedback about the three students in Covey's first trimester social skills class, the case managers and department chairs at Chiawana High School decided to collapse Covey's social skills students into general education classes. Covey was reassigned to a collaborative teaching period called SPED inclusion. During the collaborative class period, Covey went into general education teachers' classrooms and provided support to specific students with IEPs.

Covey was assigned to the collaborative teaching period to meet the needs of the special education department. As a special education teacher, it was within the scope of normal job duties for Covey and her supervisor to discuss what model of education (separate special education classroom vs. general education classroom with additional support) would be most effective for IEP students assigned to her. These types of normal workplace conversations about how to best support student learning are appropriate conversations to take place between teachers and their supervisors. There is no evidence that the employer engaged in direct dealing with Covey over mandatory subjects of bargaining. Covey continued to receive the same wages, hours, and working conditions as other 0.5 FTE special education teachers. The fact that Covey was assigned to teach a collaborative SPED inclusion class while some of the other special education teachers taught separate special education classes does not prove any direct dealing. Covey was not the only special education teacher assigned to teach a SPED inclusion class, also referred to as a collaborative or “push-in” model teaching period. The record shows the employer modified Covey’s teaching assignments in the second and third trimesters to meet the needs of its special education student population.

The union also seems to make arguments regarding unilateral changes in working conditions. There is not a cause of action for unilateral change before me in this case. The cause of action statement limits the cause(s) of action before an examiner and the commission.⁶ The only cause of action before me in this case is circumventing the union through direct dealing with Covey concerning student and class assignments. The employer did not circumvent the union by engaging in direct dealing with Covey regarding her work assignments.

Meeting with Hiller Concerning In-building Substitute Teaching Position

The union argues that the meeting principal Morales had with Hiller on May 2, 2024, regarding her working schedule, wages, and working conditions circumvented the union because the matters Morales and Hiller discussed are mandatory subjects of bargaining. Circumvention occurs when an employer does not include the union (goes around the union) to have direct negotiations with an employee. In this case, Union President Lee and two of the union’s building representatives,

⁶ WAC 391-45-110.

Smurthwaite and Kelso, participated the May 2, 2024, meeting. This is not an example of an employer circumventing the union to have direct conversations with an employee. The employer scheduled this meeting with the union and the employee to discuss Hiller's involuntary transfer. The union's representatives actively participated in the meeting with Morales. When Smurthwaite became concerned that the employer was discussing specifics about the position that had yet to be agreed upon in bargaining, he told Morales that the union and employer were still negotiating over the terms and conditions of the position. Morales acknowledged he had been unaware that bargaining was ongoing and told Hiller that her position would reflect whatever was bargained. The meeting ended after that exchange.

There is no evidence that there were any direct negotiations between the employer and Hiller concerning a mandatory subject of bargaining. Union representatives were present and participated in the meeting with Morales on May 2, 2024. The employer did not circumvent the union or engage in direct dealing with Hiller concerning her involuntary transfer to the in-building substitute teaching position.

Interference

Statements Made to Smurthwaite on May 2, 2024

All three witnesses who testified about the meeting (Hiller, Smurthwaite, and Morales) recalled Morales questioning Smurthwaite about whether he was attending the meeting with Hiller as the chair of the English department or as a union representative. Morales had advised Hiller to bring a union representative. Hiller explained that she had Kelso, a union building representative, attend the meeting with her. Hiller explained, "[Smurthwaite] is one of our head building reps, and at the time he was department chair, so he was there as our department chair, overseeing English." Due to the fact that Hiller had Kelso attend the meeting as her union representative, and that Union President Lee was also attending, Morales's question to Smurthwaite about his role in the meeting seems reasonable.

Much of the union's argument seems to be about the way the question was asked, not just the question itself. The union argues that a reasonable person in Smurthwaite's position could perceive Morales's aggressive question about Smurthwaite's role in the meeting as an attempt to discourage

protected activity. Smurthwaite described Morales's tone when asking the question as “snide and condescending and superior.”

When Hiller was asked to describe the exchange, she testified:

Q What was the tone of Mr. Morales’s voice when he said that?

A It was a bit annoyed, I would say.

Q Did the statement from Mr. Morales have any effect on the tone of that meeting?

A I don’t believe so. It was towards the end, so I don’t think it really had that big of an impact, but I was obviously a little emotional just with things going on, so I don’t know I’m the best to determine that.

When asked about the exchange during a discussion of Hiller’s new position, Morales explained:

A I said, “You’ll be afforded all the same contractual rights as any other continuing employee.”

It was at that time that I was interrupted and informed that that position hadn’t been bargained yet, and so I let Mr. Smurthwaite know I was unaware of that.

I did ask him, you know, was he here as the department chair or was he here as a union rep? He informed me both. I said okay. I said -- and that’s when I informed Ms. Hiller that whatever the language is as a result of the bargain will be what your position will entail. I wasn’t aware that it would be bargained. . . .

Q Okay. When you responded to or when you asked Mr. Smurthwaite whether he was there as a building rep or a department chair, do you recall your tone or tenor of that comment?

A I may have been a little snappy at him. I was kind of taken aback by the comment, more than anything.

Q Why were you taken aback by that comment?

A I thought, if he was going to come in as the union rep or had that knowledge, he may have shared that ahead of time that it was going to be bargained -- that it was a position that was to be bargained.

I wasn't aware that the position had -- was going to have specific stipulation to it. There are -- I don’t know what that process is, so I was just assuming,

since the posting went up, that all of that had been negotiated and whatever the contractual rights every other member of PAE receives, that individual, because they'll still be a continuing contract part of PAE, would still receive those same contractual rights.

So that's what I was operating off of. So I was probably just a little bit frustrated by it because that wasn't clarified to me. If he knew that information, it probably would have been good to share ahead of time.

Q Do you recall being flippant?

A I don't believe I was flippant, but I also know that's subjective, so --

I find that a reasonable employee that serves as both a department chair and union representative would not reasonably perceive the question and the way it was delivered in this specific context as an attempt to discourage protected union activity, particularly because Kelso was attending as the union representative invited by Hiller. The employer did not interfere with employee rights by making threats of reprisal or force or promises of benefit through statements made by Morales to Smurthwaite during a meeting concerning Hiller's employment.

Megan Jensen Investigatory Proceeding

There is no evidence that Jensen was involved with filing grievances or engaged in other protected union activity prior to receiving the notice of investigation email on May 7, 2024. Although the employer misused the term Loudermill and used the wrong letterhead when it notified Jensen she was under investigation, it is unclear why a reasonable employee would suspect that this had anything to do with protected union activity. Morales later apologized about using the wrong letterhead and explained the draft letter he used as a template came from the employee services department.

The union makes a circumstantial timing argument. Because the investigation notice was sent to Jensen the day after the union and employer held a contentious meeting on an unrelated grievance, the union argues that the timing appears to be retaliatory. If Jensen had been involved in that grievance meeting or if the grievance filed concerned Jensen, this argument would make more sense. However, Jensen's lack of involvement with the grievance, or union activity generally, makes it difficult to conclude that a reasonable employee would perceive any relationship between

the two events. I do not find that an employee could reasonably perceive the employer's investigation of allegations against Jensen as a threat of reprisal or force or a promise of benefit associated with union activity. The employer did not interfere with employee rights under RCW 41.59.140(1)(a) by its investigatory proceeding into Jensen's conduct. Concern about irregularities in the process the employer used in notification and investigation of Jensen is the type of issue that can be addressed using the parties' contractual grievance process.

Robinson Elementary PAE Building Representatives (Dominguez, Brazington, and Orme)
Investigation and Meeting with Twyla Dominguez

The union alleges that the employer interfered with employee rights by exaggerating the seriousness and severity of several purported concerns related to Dominguez's work on IEPs. The union also alleges that Sandoval harassed Dominguez by meeting with her multiple times for the same minor issues. Employers have the right to discuss performance concerns with employees they supervise regardless of their involvement in union activity. The union was unable to establish that the concerns the employer raised regarding IEPs and related coaching were unfounded or constituted harassment for union activity. In this case the union did not establish that the employer's concerns related to IEP goals had any nexus with protected union activity or could reasonably be perceived to constitute a threat of reprisal for union activity. I am not persuaded that an employee could reasonably perceive the employer's actions as a threat of reprisal or force associated with the union activity of Dominguez or other employees.

Meeting with Gerry Brazington and Follow-up Email

Comments that Sandoval made to Brazington are concerning and could reasonably be perceived as a threat of reprisal or force, or a promise of benefit, associated with protected union activity. The email Sandoval sent to Brazington on April 23, 2024, implied that Brazington was being held to a higher standard than other employees because of his leadership role with the union. Holding employees involved in union leadership to a higher standard could reasonably be perceived as reprisal for engaging in protected union activity.

Furthermore, instructing Brazington to come directly to management if he has a concern regarding process or fund use interferes with protected union activity. Discussing concerns about process or

fund use with coworkers is a form of protected union activity. Brazington has the right to have conversations about workplace concerns with his colleagues without being required to first share them with management. Directing Brazington not to discuss concerns of process or fund use with his coworkers inappropriately interferes with Brazington's right to engage in protected union activity. Similarly, Brazington had the right to discuss seniority and its effects on layoffs with his colleagues. Discussing how contract language and seniority affect employees is a clear example of employees engaging in union activity. Pointing out that the least senior colleague would be the person who would lose their position due to a reduction in job positions was a form of protected union activity. Sandoval interfered with Brazington's rights to engage in protected activity when Sandoval implied that Brazington acted inappropriately by discussing and identifying which staff member would be impacted by position cuts. There was no testimony showing that Brazington acted inappropriately in discussing position cuts with coworkers in a PLT meeting on April 21, 2024. I find that Sandoval interfered with Brazington's protected employee rights by statements made in the April 23, 2024, email.

Conversation with Orme and Forwarding of Parent Calls

The union alleges that Sandoval's treatment towards Orme was a result of Sandoval's union animus and Orme's union involvement. Specifically, the union alleges that Orme was singled out for skipping the splash pad field trip. The union also alleges that Sandoval requested that Orme meet about issues that other teachers were not required to meet about and that Sandoval interrogated her during those meetings. Additionally, the union argues that Sandoval did not provide Orme with assistance for students' behavioral issues, but she helped Orme's substitute teachers and other non-building representatives.

Orme provided several examples of the lack of support she received from Sandoval regarding student discipline and communication with parents. However, the record does not contain sufficient evidence or testimony from other employees to prove that Orme was in fact treated differently than her colleagues in similar situations. The facts in the record are not adequate to support the conclusion that an employee could reasonably perceive the employer's actions as a threat of reprisal or force associated with the union activity of Orme or other employees.

CONCLUSION

The employer interfered with Brazington's protected employee rights in violation of RCW 41.59.140(1)(a) by statements that Sandoval made in an April 23, 2024, email. An employer may not hold an employee to a higher standard of conduct because of their role as a union leader. To do so is an act of reprisal for union activity. An employer may not instruct an employee to come to their supervisor instead of talking with their coworkers about workplace concerns. This includes discussing concerns about process or use of funds. Such a directive interferes with employee rights to engage in protected union activity. Lastly, it is inappropriate and unlawful for an employer to discourage an employee from talking with their coworkers about possible position cuts and the role seniority plays when positions are cut. This type of conversation lies at the core of protected union activity. I find that standard remedies for an interference violation are appropriate in this case.

The remaining allegations are dismissed.

FINDINGS OF FACT

1. Pasco School District (employer or district) is a public employer within the meaning of RCW 41.59.020(5).
2. The Pasco Association of Educators (union or PAE) is a bargaining representative within the meaning of RCW 41.59.020(6) and is the exclusive bargaining representative of the certificated bargaining unit.
3. The employer is a common school district organized under Title 28A RCW. It operates elementary school, middle school, and high school campuses. Virgie Robinson Elementary School (Robinson Elementary), Ochoa Middle School, and Chiawana High School are schools within the district.
4. Alicia Quackenbush, the director of special education services, was an agent of the employer. Maria Sandoval, the principal at Robinson Elementary, is an agent of the

employer. Jaime Morales, the principal at Chiawana High School, is an agent of the employer.

5. The employer and the union were parties to a collective bargaining agreement effective from September 21, 2021, through August 31, 2024.
6. Steve Lindholm, an employee of the Washington Education Association, is an agent of the union.
7. Quackenbush emailed a group of special education teachers on March 1, 2024, directing them to amend individualized education plans (IEPs) and submit claims for extra duty pay (EDP) for the time they spent doing so. Haley Mackie, a special education resource room teacher at Ochoa Middle School, describes being forwarded an email with the same information from Quackenbush by her principal in August of 2024.
8. There is no evidence of any back-and-forth exchange between individual employees and Quackenbush about compensation for amending IEPs. There were no conversations or negotiations between Mackie and Quackenbush about EDP.
9. Michelle Covey was employed in a PAE bargaining unit position. During the 2023–2024 school year Covey held the positions of a half-time (0.5 full-time equivalent [FTE]) special education facilitator and a half-time (0.5 FTE) special education teacher at Chiawana High School. Covey did not testify at the hearing.
10. Covey's part-time special education facilitator position was originally posted on December 7, 2021, and has been held by Covey since its creation. The job description lists many duties including to “[c]onsult with/advise Directors/Assistant Directors of Special Education on student programming and staffing” and to “[a]nalyze, use and interpret data to guide teacher instruction and assist in school wide planning for students with disabilities.”
11. Covey was involved in setting up meetings with the district administration, parents, and other teachers. This included arranging for teachers to have substitute coverage so that they

could attend the meetings. This is not a typical function of other special education teachers. There is no testimony proving that Covey's unique job functions and assignments were negotiated between the employer and Covey. Rather these functions appear to be part of her unique role as a part-time special education facilitator.

12. Covey taught one class each trimester of the 2023–2024 school year—the normal workload for a 0.5 FTE special education resource room teacher. In the second and third trimesters, Covey was assigned to the collaborative teaching period to meet the needs of the special education department. As a special education teacher, it was within the scope of normal job duties for Covey and her supervisor to discuss what model of education (separate special education classroom vs. general education classroom with additional support) would be most effective for IEP students assigned to her. These types of normal workplace conversations about how to best support student learning are appropriate conversations to take place between teachers and their supervisors. Covey was not the only special education teacher assigned to teach a SPED inclusion class, also referred to as a collaborative or “push-in” model teaching period. The record shows the employer modified Covey's teaching assignments in the second and third trimesters to meet the needs of its special education student population.
13. Alivia Hiller was employed as an English teacher at Chiawana High School during the 2023–2024 school year. In the spring of 2024, Hiller learned that Chiawana High School did not have enough student enrollment and would be cutting her English teacher position for the 2024–2025 school year.
14. On May 2, 2024, Hiller met with Principal Morales to discuss an involuntary transfer to the in-building substitute teaching position at Chiawana High School. Guy Smurthwaite, Morgan Kelso, and Maria Lee also attended the meeting. Smurthwaite was the chair of the English department and the head union building representative. Kelso was the union building representative that Hiller had invited to attend the meeting. Lee was the president of the union. The union's representatives actively participated in the meeting with Morales. When Smurthwaite became concerned that the employer was discussing specifics about

the position that had yet to be agreed upon in bargaining, he told Morales that the union and employer were still negotiating over the terms and conditions of the position. Morales questioned Smurthwaite about whether he was attending the as the chair of the English department or as a union representative. Smurthwaite replied something to effect of “can't really take one hat off or the other” or “sometimes I am both.” Morales acknowledged he had been unaware that bargaining was ongoing and told Hiller that her position would reflect whatever was bargained.

15. On May 6, 2024, union representatives, Lindholm and Lee, met with Principal Morales. The meeting was to discuss a grievance concerning alleged due process violations in past meetings between union members and the district's management. Specifically, the grievance concerned allegations that the employer had delegated administrative duties to Covey.
16. Megan Jensen was employed as a half-time English teacher and half-time drama teacher at Chiawana High School during the 2023–2024 school year.
17. On May 7, 2024, Morales emailed Jensen stating:

There was a report made to me that may be a violation of district policy. Attached is the letter outlining the report that I received and the policies referenced in the letter. I am asking that you meet at this time to discuss the report made. Due to the nature of the report, I would suggest that you bring union representation with you.

Several documents were attached to the email. The document titled “Loudermill 5260 Meeting Notice” was on the district's Employee Services' department letterhead. It informed Jensen of allegations of misconduct against her. Jensen was directed to meet with Morales on May 10 at 2:40 p.m.

18. On or around May 15, 2024, Jensen and Lindholm met with Morales regarding the alleged misconduct described in the May 7 email.
19. On May 31, 2024, Morales sent Jensen a meeting invitation for a follow-up meeting. Morales informed Jensen, “There will be no discipline nor directives given as a result of

the findings. This meeting is to share that information. I have coordinated with Mr. Lindholm and Mrs. Lee to attend and they are included on this invitation.”

20. Sandoval was the principal at Robinson Elementary during the 2023–2024 school year. The union building representatives at Robinson Elementary during the 2023–2024 school year included Twyla Dominguez, Amberlee Orme, and Gerald “Gerry” Brazington. Brazington also served on the union’s executive board.
21. During the 2023–2024 school year, Dominguez was employed as a teacher in a self-contained special education classroom. She also served as the PAE lead building representative at Robinson Elementary. When a special education resource room teacher was out on leave during the 2023–2024 school year, Dominguez volunteered to help complete that teacher’s IEPs.
22. In February 2024, Sandoval began to question Dominguez’s writing of IEP goals.
23. On February 28, Principal Sandoval and Assistant Principal Kelly Leonard met with Dominguez. Sandoval expressed concern that an IEP drafted by Dominguez had not been properly approved by a local education agency representative (LEA) (a district-authorized representative) at a previous IEP review meeting. Because Sandoval, Leonard, and the school psychologist were out of the building for that earlier IEP review meeting, the substitute principal stood in for the principal at the meeting and approved the IEP. Dominguez never experienced a situation where both principals and the school psychologist were unavailable on the same day. She did not know it was not acceptable to have the substitute principal approve an IEP as the LEA. Sandoval expressed that having the substitute principal sign the IEP was a compliance concern.
24. On February 29, 2024, Sandoval raised concerns about a different IEP that Dominguez was working on. Dominguez had previously scheduled a meeting with the student’s parents to review the IEP for that morning. Sandoval requested that Dominguez send a draft of the IEP goals to Sandoval and Leonard. This was the first time Dominguez had ever experienced an administrator requesting to review draft goals prior to parents reviewing

- them. Sandoval canceled the meeting with the student's parents about 10 minutes before the meeting was scheduled to take place. Dominguez found this last-minute cancellation embarrassing and felt it was unprofessional. Sandoval informed Dominguez of the need for additional training on writing IEP goals. Dominguez informed Sandoval that she was no longer going to volunteer to write these IEPs for the coworker on leave.
25. In the afternoon of February 29, 2024, Sandoval sent Dominguez an email stating the following: "Please meet with me tomorrow morning, 3/1/24 at 7:50. I would like to go over the compliance matters we discussed yesterday, 2/28/24. You are welcome to have representation." Dominguez agreed to attend as long as she had union representation.
 26. On March 1, 2024, Sandoval met with Dominguez to discuss IEP concerns. Lee and Brazington attended as union representatives. The outcome of the meeting was that Dominguez would not be disciplined. However, Dominguez received a follow-up email documenting the employer's expectations.
 27. In May 2024, Sandoval added language to Dominguez' performance evaluation identifying IEP goals as being an area of concern and growth. Dominguez objected to this last-minute addition to the performance evaluation and highlighted other professional growth goals previously discussed. Dominguez included Lee and Lindholm on the email exchanges with Sandoval, and Lee asked to participate in the next meeting on the issue.
 28. During the 2023–2024 school year, Brazington was employed as a fifth-grade bilingual teacher at Robinson Elementary. He was also a union building representative at Robinson Elementary and served on the union executive board.
 29. In April 2024, Sandoval requested a meeting with Lee concerning Brazington. Lindholm and Lee informed Brazington of this request.
 30. On or around April 19, 2024, Sandoval called Brazington into the school hallway. According to Brazington, Sandoval said that "she would be sending [Brazington] an email invite to a meeting on Monday and that this is not how she wanted this to go because [they] had a good working relationship up to that time."

31. On April 22, 2024, Sandoval met with Brazington, Lindholm, and Lee to discuss two issues of concern. The first issue was that Brazington had expressed concerns to a coworker about using the Associated Student Body (ASB) funds to purchase a book vending machine for \$2,000. Brazington had questioned the coworker, a librarian who served as the ASB advisor, about whether the students had voted on using the ASB funds for the book vending machine. The second issue concerned a comment that Brazington made to Mayra Rodriguez, another fifth-grade teacher, the day earlier, on April 21, in a fifth-grade professional learning team (PLT) meeting. According to Sandoval, during a conversation about positions for the next school year, Brazington told his fellow teacher, “Well, you’re the one that’s going to be leaving.” As Brazington described it, “I told Mayra Rodriguez that I will miss her next year because she’s not going to be on our team because she -- because she was going to be the low person on the totem pole and they were going to downsize the class, and with that, she started to cry.” Toward the end of the meeting, Sandoval said something to Brazington about being highly respected because of his leadership position. As Brazington described the exchange with Sandoval, “That was towards the closing -- the closing of our thing, and I think that's just her [Sandoval] to remind me that I need to watch what I say because I -- the union rep brings a lot of responsibility, and if I say something, the other staff are going to listen and follow along.”
32. On April 23, 2024, Sandoval sent a follow-up email to Brazington stating the following:
- As shared, your colleagues see you with respect and because of your leadership roles your words carry weight. I continue to invite you to please share with me when you have a concern of a process, or fund use, that way we can look into it rather than stress out a colleague by making them feel they did something wrong.
- When making a statement like, “We are going to lose her” and pointing at the team member occurred in the PLT room, I had no other context. Your colleague was upset and in tears. Once again unnecessary statements that caused stress.
- All I ask is that conversations are honest, courteous, and respectful.
33. During the 2023–2024 school year, Amberlee Orme was employed as a third-grade teacher at Robinson Elementary. She was also a union building representative.

34. Orme was on leave and had a substitute teacher from December 2023 to March 2024. During that time, the substitute teacher was provided with help to deal with student misbehavior. Orme observed that she did not receive the same level of help dealing with student misbehavior that the substitute received. Orme also perceived that teachers in other classrooms were getting more help with student behavior issues than she was receiving from the school administration.
35. In June of 2024, Orme decided not to take her class on a year-end field trip to the splash pad park due to ongoing behavioral concerns with the class. On June 6, 2024, Principal Sandoval learned that Orme was not taking her class on the field trip. Orme testified that she and Sandoval were in the main office when Sandoval announced “loudly . . . that she wasn't going to deal with anything in regard to the splash pad, that she was going to have all parents’ phone calls directed to [Orme], [and] that she wasn’t going to deal with it.” When Orme tried to explain the situation, Sandoval cut her off and told her “she wasn’t going to deal with it.” Sandoval did not recall cutting Orme off but acknowledged her tone was “calm and quick.” Sandoval explained that it was lunch time and she was on her way out to the cafeteria. Typically, parent calls to teachers are sent to voicemail. In this situation, Orme testified that parents’ calls about the field trip were forwarded to Orme’s classroom phone while she was teaching. According to Sandoval’s testimony, there was some confusion about which of Orme’s students were attending the field trip. A few of Orme’s students had been given permission by Orme to attend the field trip with another teacher’s class. If the parents of Orme’s students called the day of the field trip to ask about their child’s participation, the call was forwarded Orme.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has statutory jurisdiction in this matter pursuant to chapter 41.59 RCW, and chapter 391-45 WAC.
2. By the actions described in findings of fact 7 and 8 the employer did not circumvent the union and refuse to bargain in violation of RCW 41.59.140(1)(e) and (a).

3. By the actions described in findings of fact 9 through 12 the employer did not circumvent the union and refuse to bargain in violation of RCW 41.59.140(1)(e) and (a).
4. By the actions described in findings of fact 13 and 14 the employer did not circumvent the union and refuse to bargain in violation of RCW 41.59.140(1)(e) and (a).
5. By the actions described in findings of fact 14 the employer did not interfere with employee rights in violation of RCW 41.59.140(1)(a).
6. By the actions described in findings of fact 15 through 19 the employer did not interfere with employee rights in violation of RCW 41.59.140(1)(a).
7. By the actions described in findings of fact 20 through 27 the employer did not interfere with employee rights in violation of RCW 41.59.140(1)(a).
8. By the actions described in findings of fact 20 and 28 through 32 the employer interfered with employee rights in violation of RCW 41.59.140(1)(a).
9. By the actions described in findings of fact 20 and 33 through 35 the employer did not interfere with employee rights in violation of RCW 41.59.140(1)(a).

ORDER

The Pasco School District, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:
 - a. Making statements that bargaining unit employees in union leadership positions should be held to a higher standard of conduct because of their role as union leaders.


- b. Instructing an employee to come to their supervisor instead of talking with their coworkers about workplace concerns.
 - c. Discourage an employee from talking with their coworkers about possible position cuts and the role seniority plays when positions are cut.
 - d. In any other manner interfering with, restraining, or coercing its employees in the exercise of their collective bargaining rights under the laws of the State of Washington.
2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of chapter 41.59 RCW:
- a. In writing, retract the email that Principal Maria Sandoval sent to teacher Gerald “Gerry” Brazington on April 23, 2024.
 - b. Contact the compliance officer at the Public Employment Relations Commission to receive official copies of the required notice for posting. Post copies of the notice provided by the compliance officer in conspicuous places on the employer’s premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.
 - c. Read the notice provided by the compliance officer into the record at a regular public meeting of the Board of Directors of the Pasco School District, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

- d. Notify the complainant, in writing, within 20 days following the date of this order as to what steps have been taken to comply with this order and, at the same time, provide the complainant with a signed copy of the notice provided by the compliance officer.

- e. Notify the compliance officer, in writing, within 20 days following the date of this order as to what steps have been taken to comply with this order and, at the same time, provide the compliance officer with a signed copy of the notice the compliance officer provides.

ISSUED at Olympia, Washington, this 9th day of January, 2026.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



JESSICA J. BRADLEY, 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 1/09/2026

DECISION 13979-A - EDUC has been served electronically by the Public Employment Relations Commission to the parties and their representatives listed below. If a mailing address is not provided through E-Filing or previously registered with PERC, case correspondence cannot be mailed and will only be sent via email.

BY: ALYSSA GERCHAK

CASE 141186-U-24

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