

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KING COUNTY, Employer.	
GARREN CLARK and KATHERINE ORTH, Complainants, vs. KING COUNTY CORRECTIONS GUILD, Respondent.	CASES 130934-U-18, 131001-U-18 DECISION 12943-A - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Lauren H. Berkowitz, Attorney at Law, for the complainants.

Dmitri Iglitzin, Sarah E. Derry, and Benjamin Berger, Attorneys at Law, Barnard Iglitzin & Lavitt LLP, for the King County Corrections Guild.

The instant matter involves two separate unfair labor practice complaints filed by Garren Clark (Clark), and Katherine Orth (K. Orth) (collectively “the complainants”) against the King County Corrections Guild (union).¹ As framed by the preliminary rulings,² the sole cause of action involves the allegation that the union violated its duty of fair representation when it ceased paying for the costs of legal representation incurred by the complainants in connection with their defense against a lawsuit filed by the union’s former counsel, Jared Karstetter (referred to hereinafter as

¹ Clark filed the complaint in case 130934-U-18 on September 10, 2018, while K. Orth filed the complaint in case 131001-U-18 on October 4, 2018. The cases were subsequently placed in abeyance pending resolution of a related lawsuit by the Washington State Supreme Court.

² The preliminary rulings were issued under *King County (King County Corrections Guild)*, Decision 12943 (PECB, 2018), and *King County (King County Corrections Guild)*, Decision 12944 (PECB, 2018).

“the Karstetter lawsuit”). The two complaints involve the same respondent and similar issues. They are therefore consolidated and addressed jointly in this decision.³

The parties filed cross-motions for summary judgment and were afforded the opportunity to submit response and reply briefs.⁴ The final written arguments were received on February 28, 2020, to complete the records.

ISSUES

The complaints raise the following issues:

1. Are there material issues of fact that would render summary judgment inappropriate?
2. Did the union violate its duty of fair representation when it ceased to pay for the costs of legal representation for the complainants in their defense, as individuals, against the Karstetter lawsuit?

There are no disputed material facts that would require a hearing. Summary judgment is thus appropriate. The union’s decision to cease paying for the costs of legal representation to defend against the Karstetter lawsuit was purely an internal union issue that did not affect the

³ Leonard Orth (L. Orth) filed a complaint against the union on July 10, 2018, in case 130746-U-18, and Gabriel Vigil filed a complaint against the union on August 24, 2018, in case 130884-U-18. Although these two complaints contain the same duty of fair representation claim addressed here, they also allege that the union induced the employer to commit an unfair labor practice. In light of this additional allegation, L. Orth’s and Vigil’s cases are not consolidated with those filed by Clark and K. Orth. They will be addressed in a separate decision issued concurrently with this decision.

⁴ In the final briefs filed by the complainants on February 28, 2020, they reiterated an earlier motion, previously denied by the Examiner, to strike portions of the union’s reply brief. No arguments presented in the final briefs require a different result. Denying the motion does not prejudice them in any manner as the decision in this case is based on the argument raised by the union in its initial motion for summary judgment, which they do not dispute is properly before the Examiner.

complainants' terms and conditions of employment. The Public Employment Relations Commission therefore has no jurisdiction over the matter. The complaints are dismissed.⁵

BACKGROUND

The following is derived from the undisputed facts set forth in the complaints, answers, the parties' respective motions for summary judgment, and associated responses and replies.

King County (employer) operates an adult correctional facility in Seattle. The union represents a bargaining unit of corrections officers and sergeants employed at the facility. The union and the employer have been parties to a series of collective bargaining agreements.

The union's executive board serves as its governing body. The board is composed of the positions of president, vice president, secretary, and treasurer, plus eight shift representatives. L. Orth is an employee in the bargaining unit represented by the union. He has served periodically as a member of the union's executive board. Clark, K. Orth, and Gabriel Vigil also are employed within the bargaining unit. At all times relevant to the instant complaints, Clark, K. Orth, and Vigil did not serve on the union's executive board.

Karstetter provided legal services to the union until 2016. The scope, nature, and duration of the services were set forth in an employment agreement. Pursuant to the agreement, Karstetter was responsible for, *inter alia*, assisting the union in negotiating and enforcing its collective bargaining agreement with King County and representing bargaining unit employees in internal investigatory matters. The union was signatory to an employment agreement with Karstetter as an individual from 2006 until 2011. The union was signatory to another agreement with the Law Offices of Jared C. Karstetter, Jr., P.S. from 2011 until 2016.

⁵ The complainants' motions for summary judgment are denied as they are not entitled to summary judgment as a matter of law.

On April 12, 2016, Karstetter was interviewed by the employer's internal investigations unit. The interview concerned a complaint submitted by Karstetter alleging he was harassed by one or more bargaining unit employees. At or around the same time as the internal investigations interview, several bargaining unit employees filed complaints against Karstetter with the Washington State Bar Association. Karstetter requested that the union provide him with legal representation in connection with the bar complaints. The union subsequently sought an opinion from a different law firm (Public Safety Labor Group) concerning a range of internal governance issues.

Public Safety Labor Group responded to the union's request for an opinion in a memorandum dated April 21, 2016. The firm concluded that the union was not obligated to provide legal defense for Karstetter against the bar complaints filed by members of the bargaining unit. The firm further determined that the union's contract with Karstetter included an unenforceable just cause provision and, even if the clause was enforceable, the union had "more than sufficient cause to terminate its attorney-client relationship" with him. In support of the firm's conclusion that the union had just cause to terminate its agreement with Karstetter, the firm argued that (1) by filing an internal investigations complaint against members of the union, Karstetter breached his obligation of loyalty; (2) he breached client confidences; (3) he was dishonest during a court appearance; and (4) he acted unprofessionally, harming the union and its members.

On April 28, 2016, the union's president sent an email to Karstetter and guild members explaining that the executive board had "voted to terminate its retainer agreement with Karstetter, and thereby end the attorney-client relationship, effective immediately."

On May 24, 2016, Karstetter and his spouse filed a lawsuit against the union; union members Randy Weaver, Sonya Weaver, L. Orth, K. Orth, Clark, and Vigil as individuals; and Public Safety Labor⁶ Group and several of its attorneys. The Karstetter lawsuit contained a range of tort claims. With respect to the Weavers, L. Orth, K. Orth, Clark, and Vigil (the "member-defendants"), it alleged that they wrongfully discharged Karstetter, retaliated against him for participating in a

⁶ While the lawsuit named "Public Safety Law Group" as a defendant, the firm holds itself out as "Public Safety Labor Group" and is referred to here as such.

whistleblowing investigation, defamed and tarnished his reputation, and negligently inflicted emotional distress.

The union held a general membership meeting on June 1, 2016. During the meeting, the union voted to retain the services of a law firm to defend both itself as an organization as well as the named member-defendants against the Karstetter lawsuit. The firm contracted to defend the union later notified the member-defendants that it could no longer represent them due to potential conflicts of interest. On May 31, 2017, the union voted to hire a separate attorney to provide legal representation to the six member-defendants. Between June 2016 and April 1, 2018, the union paid for the legal costs incurred by the member-defendants in connection with their defense against the Karstetter lawsuit.

The union conducted officer elections in March and April 2018. The union held a meeting on April 25, 2018, following the elections. During the meeting, the union adopted a motion to cease payment of the personal attorney fees and costs for the member-defendants.⁷ The union has not paid for the costs of legal representation for the member-defendants since it adopted the motion.

The union moved to dismiss the Karstetter suit for failure to state a claim. The trial court partially granted the motion but allowed the breach of contract and wrongful termination claims to proceed. On interlocutory review, the Court of Appeals reversed and remanded the case, directing the trial court to dismiss the remaining breach of contract and wrongful termination claims. *Karstetter v. King County Corrections Guild*, 1 Wn. App. 2d 822 (2017). Karstetter filed a petition for review with the Washington State Supreme Court. The court accepted review and reversed the Court of Appeals decision, remanding the case back to the trial court for further proceedings on the remaining claims. *Karstetter v. King County Corrections Guild*, 193 Wn.2d 672 (2019).⁸

⁷ Randy and Sonya Weaver filed unfair labor practice complaints against the union in cases 130674-U-18 and 130997-U-18, respectively. These complaints were subsequently withdrawn.

⁸ I take administrative notice that the case in the underlying litigation is, at the time of this decision, ongoing.

As a result of the union's decision to cease paying for legal representation in connection with the lawsuit, the complainants have been forced to pay for the cost of their own defense. The union's decision has not affected the wages paid to them by their employer, their working hours, or other working conditions. There is no evidence indicating that the complainants have been disciplined or have suffered any other adverse action at the hands of the employer as a result of the suit or the conduct addressed therein.

ANALYSIS

Issue 1: Is summary judgment appropriate?

Applicable Legal Standard

Motions for summary judgment are considered under WAC 10-08-135. An examiner may grant a motion for summary judgment if the written record shows that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. The party moving for summary judgment has the burden of demonstrating the absence of any genuine issue as to a material fact. A material fact is one upon which the outcome of the litigation depends. *State – General Administration*, Decision 8087-B (PSRA, 2004) (citing *Clements v. Travelers Indem. Co.*, 121 Wn.2d 243 (1993)). Pleadings and briefs can be sufficient to determine if there is a genuine issue of material fact. *Pierce County*, Decision 7018-A (PECB, 2001) (citing *City of Seattle*, Decision 4687-A (PECB, 1996)). Because a motion for summary judgment calls upon the examiner to make a final determination without the benefit of a full evidentiary hearing and record, the granting of such a motion should not be taken lightly. *Port of Seattle*, Decision 7000 (PECB, 2000). Summary judgment is therefore only appropriate where the party responding to the motion cannot or does not deny any material fact alleged by the moving party.

Application of Standard

As explained in more detail below, the threshold issue in this case is whether the union's decision to cease underwriting the cost of the complainants' defense against the Karstetter lawsuit affects their terms and conditions of employment. In the event that it did have such an impact, the union's duty of fair representation applies and the Commission examines whether the decision meets the

standard set forth in *Allen v. Seattle Police Officers' Guild (Allen)*, 100 Wn.2d 361 (1983). In contrast, if the decision did not affect their terms and conditions of employment, the inquiry ceases.

Assuming as true the facts construed in the light most favorable to the complainants, there is no genuine dispute as to the impact of the union's decision to cease paying for their legal defense. While they are now forced to pay for the cost of their own defense, their terms and conditions of employment have not changed. The complainants argue in their responses to the union's motion for summary judgment that the impact of the union's decision constitutes a disputed fact. They fail, however, to provide any further information as to what additional material facts they would offer at hearing to establish such an impact. When the moving party shows there are no genuine issues as to any material fact, the nonmoving party bears a responsibility to present evidence demonstrating that there are material facts in dispute. Consistent with Civil Rule 56, if the nonmoving party fails to do so, summary judgment may then be appropriate. *Atherton Condo. Apartment-Owners Ass'n Bd. of Dirs v. Blume Dev. Co.*, 115 Wn.2d 506 (1990). The complainants' mere assertion that the union's actions have impacted their terms and conditions of employment are, without some evidentiary support, insufficient to establish that the facts are disputed. The complainants do not offer additional facts that would create a link between the union's action and their employment. Instead, they argue that the union's actions relate to their employment simply because they stem from a lawsuit filed by an agent of the union, who was charged with administering and enforcing the applicable collective bargaining agreement. They also argue that the union's decision to cease paying for their legal defense has a "silencing effect" on their ability to engage in internal union activity. These arguments involve legal conclusions and do not provide evidence of genuine disputed material facts. They are, therefore, insufficient to meet the complainant's burden to show a true factual dispute.

The complainants point to other disputed facts that they argue preclude summary judgment in favor of the union. These include, for instance, the existence of factions within the union and the rationale for the union's decision to cease paying for legal defense. A material fact is one on which the outcome of the litigation depends. *State – General Administration*, Decision 8087-B. Because I find that the union's decision was purely an internal matter over which the Commission does not

exercise jurisdiction, these facts argued by the complainants to be in dispute are not material. Summary judgement is appropriate.

Issue 2: Did the union violate its duty of fair representation?

Applicable Legal Standard

An exclusive bargaining representative has the statutory duty to fairly represent all employees in a given bargaining unit. *Ford Motor Co. v. Huffman*, 345 U.S. 330 (1953). The duty of fair representation includes an obligation to “serve the interests of all members without hostility or discrimination toward any, to exercise its discretion with complete good faith and honesty, and to avoid arbitrary conduct.” *Vaca v. Sipes*, 386 U.S. 171, 177 (1967) (citing *Humphrey v. Moore*, 375 U.S. 335, 342 (1964)). Employees have the “right to be free from unfair or irrelevant or invidious treatment by their exclusive bargaining agent in matters affecting their employment.” *Miranda Fuel Co.*, 140 NLRB 181, 185 (1962). While originally developed in the private sector, the doctrine extends to employees covered by chapter 41.56 RCW. *City of Redmond (Redmond Employees Association)*, Decision 886 (PECB, 1980); *Allen*, 100 Wn.2d 361. A union violates RCW 41.56.150(1) when it breaches its duty of fair representation.⁹

The Washington State Supreme Court described the nature of the duty of fair representation under the Public Employees Collective Bargaining Act in *Allen*. As the court explained, for those union activities that fall within the scope of the duty,

a union must conform its behavior to each of three separate standards. First, it must treat all factions and segments of its membership without hostility or discrimination. Next, the broad discretion of the union in asserting the rights of its individual members must be exercised in complete good faith and honesty. Finally, the union must avoid arbitrary conduct. Each of these requirements represents a

⁹ A union may also violate RCW 41.56.150(1) by engaging in conduct that is reasonably perceived by employees as a threat of reprisal or force associated with their exercise of rights protected by the statute. Determining whether a union engaged in conduct that would constitute such an independent interference violation involves the application of a legal standard separate and distinct from that related to the duty of fair representation and is not addressed here. *See King County (Amalgamated Transit Union Local 587)*, Decision 8630 (PECB, 2004), *aff'd*, Decision 8630-A (PECB, 2005).

distinct and separate obligation, the breach of which may constitute the basis for civil action.

Allen, 100 Wn.2d at 375. The complainant bears the burden of proof and must establish that the union took some action aligning itself against the bargaining unit employees on an improper or invidious basis, such as union membership, race, sex, national origin, or other reasons. *City of Seattle (Seattle Police Officers' Guild)*, Decision 11291-A (PECB, 2012). If the employee proves a prima facie case, the burden shifts to the union to establish that its actions were not in violation of the duty of fair representation. *Allen*, 100 Wn.2d at 366–67.

Application of Standard

Although it is well established that a union owes a duty of fair representation to the employees it represents, it is equally well established that the duty only applies to actions that impact employees' terms and conditions of employment. *United Food Commercial Workers Local 222 (Iowa Beef Processors)*, 245 NLRB 1035, 1039 (1979) (“The touchstone for determining whether a union’s action violated the duty of fair representation is whether that action adversely impacted on ‘matters affecting employment.’”). Union conduct that does not impact the employee-employer relationship falls outside of the scope of the duty of fair representation as it is purely an internal union matter over which the Commission has traditionally declined to exercise jurisdiction. See *Western Washington University (Washington Public Employees Association, UFCW Local 365)*, Decision 8849-B (PSRA, 2006) (“When asked to regulate the internal workings of unions, this Commission has taken a ‘hands-off’ approach except where complainants have asserted that union conduct affected the wages, hours, or working conditions of individual employees.”); *Pierce Transit (Amalgamated Transit Union)*, Decision 4094 (PECB, 1992) at 3 n.2.

Mirroring the approach adopted by the courts and the National Labor Relations Board (NLRB), the Commission has routinely dismissed complaints filed against unions where the conduct at issue has only an attenuated relationship to employee working conditions. Internal matters into which the Commission will not interject itself (and declines to exercise jurisdiction) include most union

discipline and fines,¹⁰ union officer elections,¹¹ the conduct of union meetings,¹² and the amount of dues charged to members.¹³

The Commission's treatment of contract ratification votes is illustrative of this approach. The conduct of nearly all ratification votes falls outside of the Commission's jurisdiction to regulate internal union affairs. *Lake Washington School District (Lake Washington School District Bargaining Council)*, Decision 6891 (PECB, 1999). Where, however, a union invites the employer into the ratification process by making an agreement with the employer that all employees, regardless of membership, may vote, it "thus exposes itself to scrutiny regarding any allegation that it restrained employees from the right to vote granted to them by the agreement." *Western Washington University (Washington Public Employees Association, UFCW Local 365)*, Decision 8849-B. This is consistent with NLRB case law holding that a duty of fair representation analysis is only applied to union ratification votes when the union makes an explicit agreement with the employer that ratification is a condition precedent to the execution of a valid agreement. *See Western Conference of Teamsters (California Cartage Co.)*, 251 NLRB 331 (1980).

Citing *Retana v. Apartment, Motel, Hotel & Elevator Operators Union (Retana)*, 453 F.2d 1018 (9th Cir. 1972), the complainants argue that internal union decisions "made with hostility, discrimination, asserting one faction of the union in opposition to another faction, arbitrarily, and/or in bad faith, constitute a breach of the duty of fair representation." This overstates the scope

¹⁰ *King County (Washington State Nurses Association)*, Decision 10389-A (PECB, 2011); *Seattle School District (International Union of Operating Engineers Local 609)*, Decision 9135-B (PECB, 2007).

The NLRB has taken a similar "hands off" approach to internal union discipline. *Office Employees Local 251 (Sandia National Laboratories)*, 331 NLRB 1417 (2000) (finding no violation of the National Labor Relations Act where intra-union discipline of officers for misuse of funds had only a speculative impact on the employer-employee relationship).

¹¹ *Mead School District (Mead Classified Public Employees Association)*, Decision 12208 (PECB, 2014); *City of Moses Lake (Washington State Council of County and City Employees)*, Decision 12996 (PECB, 2019).

¹² *King County (Washington State Council of County and City Employees)*, Decision 12400 (PECB, 2015); *City of Bellingham (Washington State Council of County and City Employees)*, Decision 6950 (PECB, 2000).

¹³ *Spokane County (Washington State Council of County and City Employees Local 1553)*, Decision 4882-A (PECB, 1995).

of a union's duty. *Retana* involved a lawsuit by a group of Spanish-speaking employees against a union concerning its failure to provide any translation services. The court found this failure, if true, could effectively deprive the employees of the opportunity to participate in the negotiation or administration of the collective bargaining agreement. It thus required a link between the union's actions and the employees' employment relationship. In fact, in dismissing the union's motion for summary judgment, the court recognized that "[t]hrough the duty of fair representation is broad, not all union practices have a substantial impact upon members' rights in relation to the negotiation and administration of the collective bargaining agreement." *Retana* at 1024–25. In *Allen*, the Washington State Supreme Court endorsed the approach taken in *Retana*. When evaluating the duty of fair representation claim, the court noted it first must determine whether the activity in question fell within the scope of the duty of fair representation. Consistent with federal precedent, the court looked to the relationship between the union's conduct and the employment relationship. It was only after determining that the conduct related to the day-to-day administration of the collective bargaining agreement that the court proceeded to evaluate whether the union's actions violated the standards it set forth.

In contrast to *Retana* and *Allen*, here, the union's decision to stop underwriting the cost of the complainants' defense in the Karstetter lawsuit did not materially impact their terms and conditions of employment. The union points out in its motion for summary judgment that they continued to be employed by their employer under the same terms and conditions of employment that existed prior to the union's decision. The union's action did not result in any workplace discipline. There is no evidence of any provision of the collective bargaining agreement that would be implicated by the complainants' involvement in the Karstetter lawsuit. None of these facts are disputed.

Instead, the complainants argue that because Karstetter, while employed pursuant to a contract as the union's counsel, was responsible for the negotiation and enforcement of the collective bargaining agreement, "[his] lawsuit, alleging breach of this contract, relates to [the complainants'] employment with the County as a matter of law." This argument is unpersuasive. The allegation addressed in the preliminary ruling relates only to the failure of the union to continue subsidizing the cost of defending against the Karstetter lawsuit. There is no allegation before me that the

lawsuit itself somehow constitutes an unfair labor practice. The complainants also argue that the union's failure to continue paying for their legal defense relates to their terms and conditions of employment as it has a "silencing effect" on their ability to freely debate the issue of who would serve as the union's legal advisor. While I am sympathetic to the hardship imposed on the complainants by being required to pay for the cost of their own legal defense, it is insufficient to demonstrate the requisite link between the employer-employee relationship that is necessary to invoke the union's duty of fair representation. In fact, it is hard to conceive of an issue that would involve a more purely internal matter than whom to select as a union spokesperson. Finally, to the extent that there is some tangential relationship between the lawsuit and the complainants' employment by their employer, the threshold test for whether a union's action violates its duty of fair representation involves whether the conduct materially affects the employee's employment. Any link between the union's decision to stop paying for the complainants' defense and their work at King County is too attenuated to meet this threshold.¹⁴

CONCLUSION

The undisputed facts establish that the actions taken by the union that are alleged to violate its duty of fair representation do not substantially affect the complainants' terms and conditions of employment. The actions relate to an internal union matter over which the Commission does not exercise jurisdiction. Summary judgment in favor of the union is appropriate, and the complaints are dismissed.

FINDINGS OF FACT

1. King County (employer) is a public employer within the meaning of RCW 41.56.030(12).

¹⁴ Both parties exhaustively address the extent to which the union's decision to cease underwriting the cost of the complainants' legal defense hinged on reasons that were arbitrary, discriminatory, or otherwise violated the standard set forth in *Allen*. Because I find that the decision was beyond the scope of the duty of fair representation, those arguments are not addressed here. While there appears to be a substantial factual dispute concerning the underlying reasons for the decision, as noted above, the facts relevant to this dispute are not material as they would not affect the outcome of the case.

2. The King County Corrections Guild (union) is a bargaining representative within the meaning of RCW 41.56.030(2).
3. The employer operates an adult correctional facility in Seattle. The union represents a bargaining unit of corrections officers and sergeants employed at the facility. The union and the employer have been parties to a series of collective bargaining agreements.
4. Leonard Orth (L. Orth), Garren Clark (Clark), Katherine Orth (K. Orth), and Gabriel Vigil (Vigil) are employed by the employer in the bargaining unit represented by the union.
5. Jared Karstetter (Karstetter) provided legal services to the union until 2016. The scope, nature, and duration of the services were set forth in an employment agreement. Pursuant to the agreement, Karstetter was responsible for, *inter alia*, assisting the union in negotiating and enforcing its collective bargaining agreement with King County and representing bargaining unit employees in internal investigatory matters.
6. On April 12, 2016, Karstetter was interviewed by the employer's internal investigations unit. The interview concerned a complaint submitted by Karstetter alleging he was harassed by one or more bargaining unit employees.
7. At or around the same time as the internal investigations interview, several bargaining unit employees filed complaints against Karstetter with the Washington State Bar Association. Karstetter requested that the union provide him with legal representation in connection with the bar complaints. The union subsequently sought an opinion from a different law firm (Public Safety Labor Group) concerning a range of internal governance issues.
8. Public Safety Labor Group responded to the union's request for an opinion in a memorandum dated April 21, 2016. The firm concluded that the union was not obligated to provide legal defense for Karstetter against the bar complaints filed by members of the bargaining unit. The firm further determined that the union's contract with Karstetter included an unenforceable just cause provision and, even if the clause was enforceable, the

union had “more than sufficient cause to terminate its attorney-client relationship” with him. In support of the firm’s conclusion that the union had just cause to terminate its agreement with Karstetter, the firm argued that (1) by filing an internal investigations complaint against members of the union, Karstetter breached his obligation of loyalty; (2) he breached client confidences; (3) he was dishonest during a court appearance; and (4) he acted unprofessionally, harming the union and its members.

9. On April 28, 2016, the union’s president sent an email to Karstetter and guild members explaining that the executive board had “voted to terminate its retainer agreement with Karstetter, and thereby end the attorney-client relationship, effective immediately.”
10. On May 24, 2016, Karstetter and his spouse filed a lawsuit against the union; union members Randy Weaver, Sonya Weaver, L. Orth, K. Orth, Clark, and Vigil as individuals; and Public Safety Labor Group and several of its attorneys.
11. The union held a general membership meeting on June 1, 2016. During the meeting, the union voted to retain the services of a law firm to defend both itself as an organization as well as the Weavers, the Orths, Clark, and Vigil against the Karstetter lawsuit.
12. Between June 2016 and April 1, 2018, the union paid for the legal costs incurred by the complainants in connection with their defense against the Karstetter lawsuit.
13. The union conducted officer elections in March and April 2018. The union held a meeting on April 25, 2018, following the elections. During the meeting, the union adopted a motion to cease payment of the personal attorney fees and costs for the complainants. The union has not paid for the costs of legal representation for the complainants since it adopted the motion.
14. As a result of the union’s decision to cease paying for legal representation in connection with the lawsuit, the complainants have been forced to pay for the cost of their own defense.

15. The union's decision has not affected the wages paid to them by their employer, their working hours, or other working conditions.
16. There is no evidence indicating that the complainants have been disciplined or have suffered any other adverse action at the hands of the employer as a result of the Karstetter lawsuit or the conduct addressed therein.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has statutory jurisdiction in this matter pursuant to chapter 41.56 RCW and chapter 391-45 WAC.
2. By its actions described in findings of fact 13–14, the union did not interfere with employee rights in violation of RCW 41.56.150(1) when it ceased paying for the cost of legal representation for the complainants in connection with their defense against the Karstetter lawsuit.

ORDER

The complaints charging unfair labor practices filed in the above-captioned matters are DISMISSED.

ISSUED at Olympia, Washington, this 31st day of March, 2020.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in blue ink, appearing to read 'Michael Snyder', is written over the printed name.

MICHAEL SNYDER, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



RECORD OF SERVICE

ISSUED ON 03/31/2020

DECISION 12943-A - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 131001-U-18

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