

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

LAKE WASHINGTON SCHOOL DISTRICT, Employer.	
CASSANDRA JACKSON, Complainant,	CASE 143379-U-25
vs.	DECISION 14208 - EDUC
LAKE WASHINGTON EDUCATION ASSOCIATION, Respondent.	ORDER OF DISMISSAL

Cassandra Jackson, the complainant.

Nani Lium, UniServ Rep, for the Lake Washington Education Association.

On July 22, 2025, Cassandra Jackson (complainant) filed an unfair labor practice complaint against the Lake Washington Education Association (union). The complaint was reviewed under WAC 391-45-110.¹ A deficiency notice issued on August 8, 2025, notified Jackson that a cause of action could not be found at that time. Jackson was given a period of 21 days in which to file and serve an amended complaint or face dismissal of the case. Jackson filed no further information.

¹ At this stage of the proceedings, all of the facts alleged in the complaint or amended complaint are assumed to be true and provable. The question at hand is whether, as a matter of law, the complaint states a claim for relief available through unfair labor practice proceedings before the Public Employment Relations Commission.

ISSUE

The complaint alleges the following:

Union interference in violation of RCW 41.59.140(2)(a) within six months of the date the complaint was filed, through unidentified unfair labor practices.

The complaint is dismissed because none of the facts alleged in the complaint demonstrate the union committed an unfair labor practice.

BACKGROUND

Jackson was hired by the Lake Washington School District (employer) on December 3, 2024, to work as a special education teacher at Albert Einstein Elementary. Her position was represented by the union for purposes of collective bargaining.

According to the complaint, Jackson attended new employee training on February 21, 2025. Jackson asserts that no one from the union was present at this training and the union did not contact her after she was hired or in the time leading up to the orientation.

Jackson asserted that on March 11, 2025, she filed a grievance regarding a discriminatory action taken toward her from another unidentified teacher. The unidentified teacher allegedly used derogatory language and slurs about students with disabilities and when addressed used “gendered slurs” against Jackson. Jackson also alleged the unidentified teacher has a similar ethnic background as the building administrator and benefited continually because of favoritism from the building administrator. The complaint did not identify the building administrator. The complaint claimed that these actions were taken in front of other teachers, staff, and building administrators but does not identify those in attendance.

Finally, Jackson asserted that the Director of Staffing extended the timeline for Jackson to renew her teaching contract from June 13, 2025, to June 30, 2025. The complaint did not identify the Director of Staffing but does indicate that Special Education Supervisor Craig Mott was included in this communication. It appears that Jackson had asked the employer to be transferred to a new

school, but the complaint is not clear as to whom Jackson made this request to. On June 30, 2025, the employer issued a new employment contract that placed Jackson at Albert Einstein Elementary. Jackson asserts that Mott did not communicate with her during this time. Jackson ultimately resigned from the district. The complaint includes no other facts concerning the union.

ANALYSIS

Union Interference

Applicable Legal Standards

It is an unfair labor practice for a union to interfere with, restrain, or coerce public employees in the exercise of their rights. RCW 41.56.150(1). The duty of fair representation originated with decisions of the Supreme Court of the United States holding that an exclusive bargaining representative has the duty to fairly represent all of those for whom it acts, without discrimination. *Steele v. Louisville and Nashville Railroad Co.*, 323 U.S. 192 (1944). The duty of fair representation arises from the rights and privileges held by a union when it is certified or recognized as the exclusive bargaining representative under a collective bargaining statute. *C-Tran (Amalgamated Transit Union, Local 757)*, Decision 7087-B (PECB, 2002) (citing *City of Seattle (International Federation of Professional and Technical Engineers, Local 17)*, Decision 3199-B (PECB, 1991)).

The Commission is vested with authority to ensure that exclusive bargaining representatives safeguard employee rights. The Commission does not assert jurisdiction to remedy violations of collective bargaining agreements through the unfair labor practice provisions of the statute and does not assert jurisdiction over breach of duty of fair representation claims arising exclusively out of the processing of contractual grievances. *Bremerton School District*, Decision 5722-A (PECB, 1997). While the Commission does not assert jurisdiction over “breach of duty of fair representation” claims arising exclusively out of the processing of contractual grievances, the Commission does process other types of “breach of duty of fair representation” complaints against unions. *City of Port Townsend (Teamsters Local 589)*, Decision 6433-B (PECB, 2000). A union breaches its duty of fair representation when its conduct is more than merely negligent; it must be arbitrary, discriminatory, or in bad faith; or be based on considerations that are irrelevant,

invidious, or unfair. *City of Redmond (Redmond Employees Association)*, Decision 886 (PECB, 1980); *Vaca v. Sipes*, 386 U.S. 171 (1967). The employee claiming a breach of the duty of fair representation has the burden of proof. *City of Renton (Washington State Council of County and City Employees)*, Decision 1825 (PECB, 1984).

In *Allen v. Seattle Police Officers' Guild*, 100 Wn.2d 361 (1983), the Washington State Supreme Court adopted three standards to measure whether a union has breached its duty of fair representation

1. The union must treat all factions and segments of its membership without hostility or discrimination.
2. The broad discretion of the union in asserting the rights of its individual members must be exercised in complete good faith and honesty.
3. The union must avoid arbitrary conduct.

Each of these requirements represents a distinct and separate obligation.

While an exclusive bargaining representative has the obligation to provide fair representation, the courts have recognized a wide range of flexibility in the standard to allow for union discretion in settling disputes. *Allen*, 100 Wn.2d at 375. There is no statutory requirement that a union must accomplish the goals of each bargaining unit member, and complete satisfaction of all represented employees is not expected. A union member's dissatisfaction with the level and skill of representation does not form the basis for a cause of action, unless the member can prove the union violated rights guaranteed in statutes administered by the Commission. *Dayton School District (Dayton Education Association)*, Decision 8042-A (EDUC, 2004).

Application of Standards

Jackson's complaint lacks facts demonstrating a cause of action for union interference or a breach of the duty of fair representation. Jackson has not alleged any facts that meet the standards announced above, including facts that the union breached its duty of fair representation owed to

Jackson by failing to represent her on arbitrary or invidious grounds, such as race, gender, or sexual orientation.²

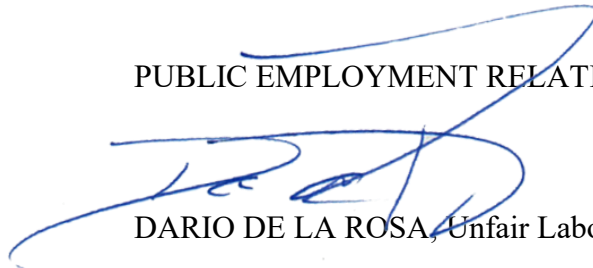
Finally, it is worth noting that PERC's jurisdiction is limited to labor relations disputes. The agency does not have authority to resolve all disputes that might arise in public employment, such as allegations that an employer discriminated against an employee because of race, national origin and/or ethnicity, sex, color, or disability. Just because the complaint does not state a cause of action for an unfair labor practice, it does not necessarily mean the allegations involve lawful activity. It means that the issues are not matters within the purview of PERC. *Tacoma School District (Tacoma Education Association)*, Decision 5086-A (EDUC, 1995).

ORDER

The complaint charging unfair labor practices in the above-captioned matter is DISMISSED for failure to state a cause of action.

ISSUED at Olympia, Washington, this 18th day of September, 2025.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



DARIO DE LA ROSA, Unfair Labor Practice Administrator

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.

² Jackson complaint also lacked sufficient detail as required by WAC 391-45-050, including the times, dates, places, and participants in occurrences. A complainant must describe the facts with sufficient clarity for agency staff to determine whether a cause of action exists “and then sufficient to put the respondent on notice of the charges that it will be expected to” defend against. *Thurston Fire District 3*, Decision 3830 (PECB, 1991). The agency staff reviewing the complaint are not empowered “to fill in gaps in a complaint.” *City of Tacoma*, Decision 4053-B (PECB, 1992); *South Whidbey School District*, Decision 10880-A (EDUC, 2011) (citing *Jefferson Transit Authority*, Decision 5928 (PECB, 1997)).



RECORD OF SERVICE

ISSUED ON 9/18/2025

DECISION 14208 - EDUC has been served electronically by the Public Employment Relations Commission to the parties and their representatives listed below. If no email address was provided, a paper copy was sent to the mailing address.

BY: DEBBIE BATES

CASE 143379-U-25

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