IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

KAREN ALEXANDER,	)	**No. 28204-0-III**
	)	
Appellant,	)	
	)	
v.	)	**Division Three**
	)	
UNITED STEEL WORKERS LOCAL 12-369,	)	
	)	
	)	
Respondent.	)	**UNPUBLISHED OPINION**

Korsmo, J. — Karen Alexander was fired from her position as a local union staff representative following a vote by the union's membership. She argued that the action was improper because the Executive Board that had hired her voted to retain her. Since the union bylaws provide that votes of the membership are the union's ultimate authority, we agree that the trial court correctly granted the union's summary judgment motion on Ms. Alexander's wrongful discharge claim. The judgment is affirmed.

FACTS

Ms. Alexander was a member of the Oil Chemical and Atomic Workers Union (OCAW) while employed as a lead and quality control welder at Sandvik Special Metals. In 1994 she left her employment at Sandvik and went to work for her local union as a staff representative. A staff representative handles union grievances, negotiates contracts, and represents union members having issues with contracts. She retained her union membership and paid monthly dues while working for the local. She did not have an employment contract with the local, but (allegedly)[1] was told that the Executive Board hired and fired employees.

OCAW merged with the Paper, Allied, Chemical, and Energy Workers International Union (PACE). Ms. Alexander continued as a staff representative for PACE Local 8-0369. PACE merged in 2005 with the United Steel Workers International (USW). Ms. Alexander then worked for USW Local 12-369. Ms. Alexander continued to be a dues-paying member of the union throughout this time period.

The PACE local union adopted bylaws in 2002 that provided for the Executive Board to employ or terminate employees and set payment for them. By terms of the merger with the USW, the PACE bylaws continued in effect through 2011.

[1] Because this matter is before this court on summary judgment, we recite the facts in a light most favorable to Ms. Alexander, but recognize that some of those facts are contested.

Stephanie Green was elected president of the USW in 2006. She and Ms. Alexander did not see eye-to-eye. Eventually, Ms. Green suspended Ms. Alexander with pay for six months due to alleged insubordination. At Ms. Green's request, the general membership voted to terminate Ms. Alexander's employment. Meanwhile, the Executive Board voted to retain her as staff representative. Ms. Green terminated Ms. Alexander in June 2007 by letter "because of performance issues and a motion passed by the General Membership."

Ms. Alexander promptly filed a complaint for wrongful discharge, sought reinstatement as the union's recording secretary, and also brought miscellaneous claims related to her termination. The trial court granted the union's motion for summary judgment on the wrongful discharge claim and granted Ms. Alexander's motion for reinstatement as recording secretary. The other matters were tried, with the union winning all but a claim for interest on untimely payment of accrued vacation time.

Ms. Alexander then appealed to this court from the summary dismissal of the wrongful discharge cause of action.

ANALYSIS

The standards for review of summary judgment rulings are well settled. We review a summary judgment *de novo*; our inquiry is the same as the trial court. *Lybbert v.*

Grant County, 141 Wn.2d 29, 34, 1 P.3d 1124 (2000). We view the facts, and all reasonable inferences to be drawn from them, in the light most favorable to the nonmoving party. *Id*. If there is no genuine issue of material fact, summary judgment will be granted if the moving party is entitled to judgment as a matter of law. *Id*.; *Trimble v. Wash. State Univ.*, 140 Wn.2d 88, 93, 993 P.2d 259 (2000).

Employment in Washington is "at will" unless a contract or an implied contract exists that provide for other possibilities. *Thompson v. St. Regis Paper Co.*, 102 Wn.2d 219, 223, 229-230, 685 P.2d 1081 (1984). Ms. Alexander argues that there are factual questions arising from the Executive Board's authority to hire and fire personnel and the alleged promise that the Board could do so that require a jury trial. We believe those arguments are one — did the Executive Board have ultimate power to hire and fire employees of the union?

The local union's bylaws answer the question. Article VI, section 2 states:

> The Executive Board shall be the highest governing authority within the Local between meetings of the Local and shall exercise general supervision over its business and affairs. It shall have power, *subject to the approval of the Local* and the provisions of the International constitution, to . . . and shall hire, discharge, fix the salaries and honorariums, if any, of the elective officers and any employees.

Clerk's Papers (CP) 202 (emphasis added).

Article IV, section 1 provides:

The Local meeting is the highest authority of the Local. All officers, the Executive Board, and all committees of the Local are accountable to the membership of the Local and are subject to membership approval at Local meetings except otherwise provided by the By-Laws.

CP 196-197.

The interpretation of language is a legal question which this court considers *de novo*. *Colby v. Yakima County*, 133 Wn. App. 386, 391, 136 P.3d 131 (2006) (insurance contract); *In re Estate of Kissinger*, 166 Wn.2d 120, 125, 206 P.3d 665 (2009) (statute). Language that is clear on its face does not need construction. *Cerrillo v. Esparza*, 158 Wn.2d 194, 201, 142 P.3d 155 (2006).

The bylaws are clear. The Executive Board's authority to hire and fire is "subject to the approval of the Local." Article VI, § 2. More importantly, the union bylaws recognize that the local membership meeting is the union's "highest authority." Article IV, § 1. The bylaws do not give the Executive Board either exclusive or ultimate authority over hiring decisions. The ultimate authority remains with the local membership, which used that authority to terminate Ms. Alexander. While the Executive Board certainly could hire and fire employees, the local membership had the final word on the topic.

As a long time staff representative who was intimately familiar with the bylaws,

Ms. Alexander could not claim a reasonable belief that only the Executive Board could fire her. Indeed, she never claimed in her deposition that *only* the Executive Board could do so, although she argues on appeal that is the case. We think that the bylaws simply give the Executive Board the power to hire and fire employees, but that authority is subject to the higher authority of the membership.

Here, the membership exercised its power to terminate an employee. The Executive Board could not countermand that order. Accordingly, we agree with the trial court that there was no question about the lawfulness of Ms. Alexander's discharge. She served at the will of the membership.

Summary judgment was properly entered on the wrongful discharge claim. The judgment is affirmed.

A majority of the panel has determined this opinion will not be printed in the Washington Appellate Reports, but it will be filed for public record pursuant to RCW 2.06.040.

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Korsmo, J.

WE CONCUR:

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Kulik, C.J.

_____
Brown, J.