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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

11 IAFF LOCAL 2878,
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13 v. Plaintiff,
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15 KING COUNTY FIRE PROTECTION
DISTRICT NO. 45 d/b/a DUVALL FIRE and
BOARD OF FIRE COMMISSIONERS OF
KING COUNTY FIRE DISTRICT NO. 45,
16 Defendants.

No.
**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

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INTRODUCTION

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COMES NOW IAFF LOCAL 2878, by and through its attorneys of record, for its
complaint against KING COUNTY FIRE PROTECTION DISTRICT NO 45 d/b/a DUVALL
FIRE and BOARD OF FIRE COMMISSIONERS OF KING COUNTY FIRE DISTRICT NO. 45,
and hereby states and alleges as follows:

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NATURE OF ACTION

1 1. This action is brought against Defendants for violations of the Public Employees’
2 Collective Bargaining Act (PECBA) and the Open Public Meetings Act (OPMA). Through this
3 action, IAFF Local 2878 seeks declaratory and injunctive relief.

4 2. Plaintiff seeks judicial relief prohibiting King County Fire Protection District No. 45 from
5 contracting out fire prevention and EMS services to another agency unless and until it has fulfilled
6 its bargaining obligation with IAFF Local 2878 under the PECBA and invalidating actions taken
7 at meetings of the Board of Fire Commissioners of County Fire Protection District No. 45
8 conducted in violation of the OPMA.

9 **PARTIES**

10 3. IAFF Local 2878 (Local 2878 or the Union) is a labor organization which represents all
11 full-time paid firefighters, lieutenants and captains employed by King County Fire Protection
12 District No. 45 (collectively “Firefighters”).

13 4. King County Fire Protection District No. 45 (the District) is a public employer within the
14 meaning of RCW 41.56.030(13) and a public agency within the meaning of RCW 42.30.020(1).

15 5. The Board of Fire Commissioners of Fire Protection District No. 45 (the Board) is the
16 governing body of a public agency within the meaning of RCW 42.30.020(2).

17 **JURISDICTION AND VENUE**

18 6. The Superior Court of the State of Washington has jurisdiction in this matter under RCW
19 2.08.010, RCW 41.56, and RCW 42.30.

20 7. Venue in King County is appropriate pursuant to RCW 4.12.025 because the Union has its
21 principal offices in King County, the District is a public employer with principal offices in King
22 County, and the matters giving rise to this complaint occurred within this judicial district.

23 **STATEMENT OF FACTS**

24 **A. Background**

1 8. The bargaining unit represented by Local 2878 is eligible for interest arbitration pursuant
2 to RCW 41.56.430.

3 9. As an interest arbitration-eligible unit, the District is prohibited from unilaterally
4 implementing changes to employees' terms and conditions of employment, even after the parties'
5 contract has expired and the District has fulfilled its bargaining obligation. RCW 41.56.123.
6 Instead, if the District wishes to make changes to a mandatory subject of bargaining, it must first
7 either obtain Local 2878's agreement or bargain to impasse and then submit its proposed changes
8 to an interest arbitrator.

9 10. The District and the Union are signatories to a collective bargaining agreement (CBA) in
10 effect January 1, 2020, through December 31, 2023.

11 11. The Board of Fire Commissioners of the District is comprised of three elected members.
12 Throughout 2023 and currently, those members are Jerry Smith, Harry Oestreich, and Mike Beard.
13 Commissioner Oestreich's term ends December 31, 2023, and he is not running for reelection.

14 **B. The District's Initiation of a Contract For Services with The City of Redmond**

15 12. On or about January 11, 2023, the District issued a Request for Proposals (RFP) from
16 public agencies to provide the District with fire and emergency medical services for a period of at
17 least five years, including all fire suppression, emergency medical service, hazardous materials
18 response, technical rescue, and disaster response within the jurisdictional boundaries of the
19 District.

20 13. The Scope of Work (SOP) accompanying the RFP states that the agency awarded the
21 contract "shall become the employer of all KCFD 45 employees, including administrative and
22 unrepresented uniformed personnel and IAFF members; with the exception of the KCFD 45 board
23 secretary." The SOP provides that the District will retain ownership of all its fire stations, facilities,
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1 real property, vehicles, and equipment, and that the Board will maintain oversight of services by
2 receiving quarterly reports from the contracted agency’s Fire Chief, meeting at least once yearly
3 with the agency, receiving an annual report, and participating in a joint planning retreat at least
4 once each calendar year. The SOP states that the District and agency “shall collectively bargain
5 the impacts of a contract for services” on their respective labor unions.

6 14. On or about February 7, 2023, the Redmond Fire Department (Redmond) submitted a
7 proposal to the District in response to the RFP. The proposal provides that the District’s firefighters
8 will be incorporated into Redmond, with full integration of workforces occurring within one year,
9 resulting in the District’s current firefighters being given “potential new units and assignments.”
10 The Proposal states that the District “will remain a separate entity, with ownership of assets,
11 reserve accounts, debt, and the ability to receive funds from the fire tax levy, fire benefits charge,
12 etc.”

13 15. On or about May 17, 2023, the Board voted to proceed with discussions to contract out fire
14 department services to either Eastside Fire and Rescue (Eastside) or Redmond, with the decision
15 to be announced at a meeting of the Board on June 28, 2023.

16 16. On or about June 9, 2023, the Union wrote the Board requesting to bargain over the
17 decision to contract out work performed by the District’s firefighters and the impact of that
18 decision.

19 17. On or about June 13, 2023, the Chair of the Board wrote the Union stating that the District
20 would engage in impact bargaining over the contracting out of fire department services.

21 18. On or about June 17, 2023, the Union wrote the Board reiterating its request to engage in
22 decisional bargaining prior to the contracting out of fire department services performed by the
23 bargaining unit.

1 19. On or about June 28, 2023, the Board voted 2-1 to award a contract for fire department
2 services to Redmond and voted 2-1 to engage in impact bargaining with the Union.

3 20. The District subsequently commenced negotiations with the City of Redmond regarding a
4 possible contract for services that would involve Redmond providing all fire protection and EMT
5 services for District 45. These negotiations are to bargain the terms of an “Interlocal Agreement”
6 (ILA), which will govern the terms of Redmond’s provision of fire protection services for the
7 District.

8 21. Firefighters employed by Redmond are represented by another union, IAFF Local 2829,
9 and work under the terms of a collective bargaining agreement with terms and conditions of
10 employment that differ from those set out in the CBA between the District 45 and Local 2878.

11 22. The District does not intend to cease operating as a fire district, only to subcontract out all
12 of its fire protection work.

13 **C. The Union’s Unfair Labor Practice Complaint with PERC**

14 23. On or about July 5, 2023, the Union filed an unfair labor practice complaint with the Public
15 Relations Employment Commission (PERC) in which it alleged the District had refused to engage
16 in collective bargaining with Local 2878 over its decision to contract out fire department services
17 performed by the District’s firefighters in violation of RCW 41.56.140(4).

18 24. At a special meeting of the Board on July 7, 2023, the Board stated that its prior decision
19 to commence negotiations for a contract with Redmond had no lawful impact because Redmond
20 had rescinded its offer prior to the Board making its decision, but that Redmond had subsequently
21 submitted a new letter of interest in contracting with the District. The Board voted unanimously to
22 rescind the prior motion made at their meeting on June 28, 2023. It then voted 2 to 1 to commence
23 negotiations for a contract for services with Redmond.

1 25. On or about July 11, 2023, PERC issued a Cause of Action Statement finding that the facts
2 alleged by the Union in its complaint stated a cause of action and ordering the District to file an
3 answer.

4 26. On or about July 28, 2023, the District filed an Answer in which it denied the
5 commissioners had voted to award a contract for fire department services to Redmond or had
6 refused to engage in decisional bargaining with the Union. The District stated that it was
7 negotiating with the Union and was “engaged in what the Union is labeling as ‘decisional’
8 bargaining.”

9 27. On or about October 5, 2023, Local 2878 withdrew its unfair labor practice complaint
10 before PERC.

11 **D. Violations of the Open Public Meetings Act**

12 28. Meetings of the Board are governed by the Washington Open Public Meetings Act
13 (OPMA), RCW 42.30.010, et seq. The OPMA requires that the Board’s meetings be open and
14 public. RCW 42.30.030. Permissible reasons for the Board to enter into private executive session
15 are set forth in RCW 42.30.110. Proceedings to which the OPMA does not apply are set forth in
16 RCW 42.30.140. As relevant to this matter, the OPMA does not apply to portions of meetings at
17 which a governing body discusses collective bargaining with employee organizations. RCW
18 42.30.140(4).

19 29. At the special meeting of the Board concerning a possible contract for services held on
20 June 21, 2023, the commissioners spent 1 hour and 16 minutes in executive session. The
21 commissioners had stated they were entering executive session pursuant to RCW 42.30.110(1)(i),
22 which permits executive sessions to be held to discuss litigation or potential litigation with legal
23 counsel. On information and belief, the commissioners used this off-the-record executive session
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1 to discuss entering into a contract for services with Redmond. In fact, the minutes of the meeting
2 state that the executive session “was unfortunately needed to discuss items related to the contract
3 for services that couldn’t be discussed in the public eye.”

4 30. At the special meeting of the Board concerning a possible contract for services held on July
5 7, 2023, the commissioners spent 1 hour and 5 minutes in executive session before coming out of
6 executive session and immediately voting on a motion to commence negotiations for a contract for
7 services with Redmond. The commissioners had stated they were entering executive session
8 pursuant to RCW 42.30.140, which provides that discussions about collective bargaining with
9 employee organizations are not covered by the OPMA. On information and belief, the
10 commissioners were discussing the negotiation of a contract for services with Redmond during
11 their off-the-record executive session in addition to or instead of collective bargaining with IAFF
12 Local 2878.

13 31. At a regular meeting of the Board held on September 20, 2023, the commissioners spent 1
14 hour and 15 minutes in executive session before coming out of executive session and immediately
15 voting to approve a motion to hold a special meeting on October 5, 2023. The Union was later told
16 by counsel for the District that the purpose of this special meeting will be to review the status of
17 the District’s discussions with the City of Redmond, and to review any draft agreement for a
18 contract for services with Redmond if one has been reached by this time. The commissioners had
19 stated they were entering executive session to discuss collective bargaining pursuant to RCW
20 42.30.140. On information and belief, the commissioners were discussing the negotiation of a
21 contract for services with Redmond in addition to or instead of collective bargaining during their
22 off-the-record executive session.

1 32. At the special meeting of the Board on October 5, 2023, the Commissioners went into an
2 executive session for approximately 40 minutes. The Commissioners had stated they were entering
3 executive session pursuant to RCW 42.30.140. After the executive session, the commissioners
4 stated that they had discussed the “employee transfer agreement.” The “employee transfer
5 agreement” is not an agreement that the District is bargaining with the Union but instead with the
6 City of Redmond and therefore is not the proper subject of an executive session under RCW
7 42.30.140.

8 **E. Failure to Fulfill Bargaining Obligations With IAFF Local 2878**

9 33. After the July 7 commission vote to commence negotiations with Redmond for a contract
10 for services, the District commenced what it characterized as effects bargaining with IAFF Local
11 2878.

12 34. Throughout negotiations with IAFF 2878, the District has continued to assert that no final
13 decision has yet been made as to whether to enter into a contract for services with Redmond.

14 35. The parties met to bargain on July 26, 2023.

15 36. At that meeting, counsel for the Union asserted the Union’s position that the decision to
16 contract out all of the District’s fire protection work was a mandatory subject of bargaining.

17 37. At that meeting, the parties discussed what role the District would maintain should it enter
18 a contract for services. Counsel for the District made clear that the District would maintain a board
19 of commissioners, would continue to levy taxes, would continue to make decisions about how to
20 spend those taxes, would evaluate the service provided by the agency providing the contracted
21 service, and would continue to employ at least one administrative employee.

22 38. At the July 26, 2023 meeting, the Union identified several ways in which employees’
23 working conditions would potentially be impacted if all District employees were laid off and hired
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1 by an agency that had been contracted to provide fire protection services. In response to those
2 concerns, counsel for the District explained that he intended to create a “matrix” showing a side-
3 by-side comparison of District 45 employees’ current working conditions with those they would
4 experience were they to become employees of the City of Redmond.

5 39. On July 28, 2023, counsel for Local 2878 sent counsel for the District a letter, explaining
6 the Union’s concerns about how a decision to contract out all fire protection work would impact
7 the working conditions of firefighters then-employed by the District.

8 40. In that letter, Local 2878 made an information request to better understand how the
9 District’s plan to enter into a contract for services with Redmond might impact employees’
10 working conditions.

11 41. Counsel for the District responded to that correspondence and information request on
12 August 10, 2023. In response to questions about how a contract for services with another agency,
13 such as Redmond, might impact working conditions, the District frequently demurred, responding
14 that the Union’s questions would be best answered by the service provider agency. Counsel for the
15 District noted in his response that, “It is apparent that the wages, benefits and working conditions
16 are different in the two agencies and that each agency provides some benefits that the other agency
17 just does not provide.”

18 42. The District’s August 10, 2023 response made clear that while the District intended to
19 contract out all of its fire protection work, it was not going out of the business of providing fire
20 protection. Instead, the District explained that it would continue to exist, would continue to levy
21 property taxes, and would continue to own real property or apparatus used by the service provider
22 agency. Similarly, the District’s Board would monitor and oversee the level of service provided
23 by the service provider agency, including managing the performance of the service provider
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1 agency's provision of fire protection services. The Board would continue to meet monthly, and
2 employ a District Secretary.

3 43. The parties again met to bargain on August 14, 2023. At that meeting, counsel for the
4 District indicated that the District was continuing to negotiate with Redmond over a contract for
5 services. At that meeting, the Union again spent time explaining its concerns about the ways in
6 which its members' working conditions would be negatively impacted if they were forced to be
7 laid off and hired by Redmond.

8 44. The parties again met to bargain on September 6, 2023. The Union continued to explain
9 its concerns about anticipated changes to its members' working conditions. Counsel for the District
10 explained that an "Employee Transfer Agreement" between the District and Redmond would be
11 needed in order to ensure that specified terms and conditions of employment enjoyed by District
12 employees would be maintained by Redmond, if it were to hire District firefighters who would be
13 laid off as a result of the District subcontracting out all its fire protection work. Counsel for the
14 District admitted that no such Employee Transfer Agreement had been agreed to and that he was
15 not aware of whether Redmond would be willing to enter into such an agreement.

16 45. On September 8, 2023, counsel for Local 2878 sent counsel for the District a letter,
17 following up on several areas in which the Union anticipated adverse changes to District
18 employees' working conditions, and also reiterating the need for some type of agreement with
19 Redmond regarding employees' working conditions in order to ensure that any commitments
20 Redmond made regarding District employees' future employment was enforceable.

21 46. The parties met to bargain again on September 26, 2023.

22 47. At that meeting, counsel for the District indicated that the District had proposed terms of
23 an "employee transfer agreement" to Redmond, but that no agreement had yet been reached.
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1 48. At no point did Local 2878 and the District reach an agreement to allow the District to
2 contract out all of its fire protection work.

3 49. The decision to contract out all of the District’s fire protection work is a mandatory subject
4 of bargaining.

5 50. The resolution passed by the Board at its special meeting on July 7, 2023, authorizing the
6 negotiation of a contract for services with Redmond stated that it was subject to the condition that
7 “[t]he wages, hours and working conditions of [District employees represented by Local 2878]
8 will be equal to or better than the current wages, hours and working conditions of those employees
9 as a result of entering into a contract for service with Redmond Fire.” However, contrary to this
10 promise, subcontracting out all of the District’s fire protection work will negatively impact
11 employees’ working conditions. Several adverse changes will likely result if current District
12 employees are required to become employees of Redmond, including: fewer promotional
13 opportunities because of Redmond’s use of a three-platoon scheduling system instead of a four-
14 platoon system, decreased supervision over employees resulting from no longer having a “shift
15 supervisor,” changes to officers’ assigned responsibilities, termination of certain premium pays
16 such as pay received for certain certifications, changes to mandatory overtime obligations,
17 cessation of seniority-based shift bidding, decreased training opportunities, decreased sick leave
18 accruals, termination of pay differentials for drivers, and increased health care costs.

19 51. The fact that this radical change will inevitably have negative consequences for employees
20 was explicitly acknowledged by the Board in the initial resolution it passed on June 28, 2023,
21 authorizing the negotiation of a contract for services with Redmond. In that resolution, the Board
22 stated that “agreement must be achieved with the City of Redmond, the consolidating agency[,] as
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1 to the transfer [of] district employees to said department in a manner having *the least negative*
2 *impacts* on the job security[,], wages[,], and benefits of said employees.”

3 52. The District has failed to provide assurances that it will ensure that working conditions are
4 not negatively impacted as a result of entering into a contract for services.

5 53. The District has acknowledged that the only way to ensure that current District employees
6 who may become employees of Redmond do not see a deterioration of certain working conditions
7 would be for the District to ensure that Redmond would agree to maintain those terms and
8 conditions of employment.

9 54. The District has failed to demonstrate that it has secured any such agreement from
10 Redmond with respect to many of the working conditions the Union has identified.

11 55. The parties have not reached an agreement over the District’s desire to subcontract out all
12 of its fire protection work.

13 56. The District has not sought to advance its proposal to subcontract out all of its fire
14 protection work to interest arbitration, pursuant to RCW 41.56.430.

15 57. The Union has at no time waived its right to engage in bargaining over any decision by the
16 District to contract out work performed by the District’s firefighters.

17 58. The District failed and refused to engage in decisional bargaining at any time prior to
18 making its decision to contract out fire department services to Redmond.

19 **F. The District’s Steps to Implement a Subcontract For Services**

20 59. On or about September 6, 2023, District 45 Division Chief Stu Rowe emailed bargaining
21 unit employees about a promotional opportunity within the Redmond bargaining unit for a
22 Training Captain position and asked District employees to consider applying for the position by
23 September 14, 2023.

1 60. On or about September 18, 2023, District 45 Chief Wendy Moffatt “highly encouraged”
2 all District captains to attend a September 24, 2023, meeting with Redmond Captains.

3 61. At the District’s October 5, 2023 special meeting, the Commissioners did a “first reading”
4 of an agreement between Redmond and the District, and noted that the agreement was subject to
5 further “minor” modifications. The draft agreement included an implementation date of December
6 1, 2023, at which point all the District’s property would be transferred to Redmond, and all existing
7 employees would be offered employment with Redmond.

8 62. The District has begun to implement steps to effectuate a contract for services with
9 Redmond even though it has not yet fulfilled its bargaining obligations to Local 2878 and has
10 repeatedly assured Local 2878 that no final decision has yet been made, and though the Board has
11 not voted in a public meeting to execute an agreement with Redmond.

12 **CLAIMS**

13 **FIRST CAUSE OF ACTION:**

14 **VIOLATION OF RCW 41.56.140 ENTITLING LOCAL 2878 TO PERMANENT INJUNCTIVE RELIEF
15 AND DECLARATORY ACTION**

16 63. Paragraphs 1 through 61 above are incorporated by reference and realleged as if fully set
17 forth herein.

18 64. Washington’s state employee collective bargaining statute makes it an unfair labor practice
19 for an employer to “interfere with, restrain, or coerce employees in the exercise of the rights
20 guaranteed” in the law or to “refuse to engage in collective bargaining with the certified exclusive
21 bargaining representatives.” RCW 41.56.140(1) and (4).

22 65. Under RCW 41.56, if a particular topic is a mandatory subject of bargaining, an employer
23 may not make changes to that mandatory subject unless and until it has fulfilled its bargaining
24 obligation. For mandatory subjects, the employer must generally engage in bargaining over its
decision, and not merely the impacts of its decision, and the employer is generally prohibited from

1 implementing the decision until its bargaining obligation has been fulfilled. For groups subject to
2 interest arbitration, this means that an employer generally must maintain the status quo and may
3 not implement a change to a mandatory subject of bargaining unless and until it reaches an
4 agreement with the exclusive bargaining representative, or an interest arbitrator issues an award
5 granting the change sought by the employer. *City of Anacortes*, Decision 9004-A (PECB, 2007),
6 RCW 41.56.450.

7 66. RCW 39.34 permits cooperative and joint action between public agencies, but RCW
8 39.34.030(5) provides that “No agreement made pursuant to this chapter shall relieve any public
9 agency of any obligation or responsibility imposed upon it by law...”

10 67. Government’s power to enter into ILAs is expressly subject to the employer’s obligations
11 under the applicable collective bargaining law. *Western Wash. Univ. v. WFSE*, 58 Wn. App. 433,
12 440 (1990) (ILA statute did not excuse employer from bargaining obligation; university violated
13 personnel law by contracting work out); *see also Grant Pub. Hosp. Dist. I*, Decision 8085 (2003)
14 (ILAs are not exempt from RCW 41.56; remedies for violations of the collective bargaining statute
15 remain available even if action was taken pursuant to interlocal agreement); *Western Wash. Univ.*,
16 Dec. 8256 (2003).

17 68. The decision to contract an agency’s fire protection work to another agency is a mandatory
18 subject of bargaining where the entity contracting out retains some control over the work to be
19 contracted out. In contrast, where the contracting out agency loses all of its “rights, interest, and
20 control” over fire protection work to be performed by a new entity, the decision is a managerial
21 prerogative. Here, the District will retain its “rights, interest, and control” over the fire protection
22 work and the decision is therefore a mandatory subject of bargaining.

1 69. The IAFF Local 2878 – District 45 collective bargaining agreement contains no language
2 permitting the District to enter into a contract for services with another agency without bargaining
3 with Local 2878. In the absence of a contractual waiver, the District is required to engage in
4 decisional bargaining with Local 2878 over its decision to contract with Redmond.

5 70. By proceeding with plans to subcontract out bargaining unit work to the City of Redmond,
6 which will involve the laying off of all bargaining unit employees and re-hiring of those employees
7 by the City of Redmond, and by failing to bargain to an agreement with Local 2878 over the same,
8 the Defendant violated RCW 41.56.140(1) and (4).

9 71. Since Local 2878 is likely to succeed on the merits of its claims, Local 2878 and its
10 bargaining unit members will be irreparably harmed by allowing these violations to continue, and
11 the harm to Local 2878 and its bargaining unit members outweighs any harm to Defendant, the
12 Court should enjoin Defendant from unilaterally changing bargaining unit members’ working
13 conditions without bargaining, interfering and directly dealing with unit members, or skimming
14 unit members’ historical work.

15 **SECOND CAUSE OF ACTION:**

16 **VIOLATIONS OF THE OPEN PUBLIC MEETINGS ACT**

17 72. Paragraphs 1 through 70 above are incorporated by reference and realleged as if fully set
18 forth herein.

19 73. The Open Public Meetings Act (OPMA) requires that “[a]ll meetings of the governing
20 body of a public agency shall be open and public and all persons shall be permitted to attend any
21 meeting of the governing body of a public agency, except as otherwise provided in this chapter.”
22 RCW 42.30.030. The intent of the OPMA is that the actions of public agencies “be taken openly
23 and that their deliberations be conducted openly.” RCW 42.30.010.

1 74. “No governing body of a public agency shall adopt any ordinance, resolution, rule,
2 regulation, order, or directive, except in a meeting open to the public and then only at a meeting,
3 the date of which is fixed by law or rule, or at a meeting of which notice has been given according
4 to the provisions of this chapter. *Any action taken at meetings failing to comply with the provisions*
5 *of this subsection shall be null and void.*” RCW 42.30.060(1) (emphasis added).

6 75. If an agency action is held to be null and void based on a violation of the OPMA, in order
7 to re-do the action the agency must “retrace its steps and remedy the defect by re-enactment with
8 the proper formalities.” *Henry v. Town of Oakville*, 30 Wn.App. 240, 246 (1981) (citations
9 omitted).

10 76. A governing body may hold executive sessions during a regular or special meeting only
11 for the purposes set forth in RCW 42.30.110. RCW 42.30.110(1)(i) permits executive sessions
12 “[t]o discuss with legal counsel representing the agency matters relating to agency enforcement
13 actions, or to discuss with legal counsel representing the agency litigation or potential litigation to
14 which the agency, the governing body, or a member acting in an official capacity is, or is likely to
15 become, a party, when public knowledge regarding the discussion is likely to result in an adverse
16 legal or financial consequence to the agency.”

17 77. Proceedings to which the OPMA does not apply are set forth in RCW 42.30.140. As
18 relevant to this matter, the OPMA does not apply to: “(a) Collective bargaining sessions with
19 employee organizations, including contract negotiations, grievance meetings, and discussions
20 relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting
21 during which the governing body is planning or adopting the strategy or position to be taken by
22 the governing body during the course of any collective bargaining, professional negotiations, or
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1 grievance or mediation proceedings, or reviewing the proposals made in the negotiations or
2 proceedings while in progress.” RCW 42.30.140(4).

3 78. The Board violated the OPMA at its special meeting on June 21, 2023, by discussing
4 entering into a contract for services with Redmond during a non-public executive session lasting
5 1 hour and 16 minutes.

6 79. The Board again violated the OPMA at its meeting on July 7, 2023, by discussing entering
7 into a contract for services with Redmond during a non-public executive session lasting one hour
8 and five minutes. The Board’s vote at that same meeting to commence negotiations with Redmond
9 for a contract for services, conducted immediately after the executive session, is therefore null and
10 void.

11 80. The Board violated the OPMA for a third time at its meeting on September 20, 2023, by
12 discussing entering into a contract for services with Redmond during a non-public executive
13 session lasting one hour and fifteen minutes. The Board’s vote at that same meeting to hold a
14 special meeting on October 10, 2023, to review and vote on a contract for services with Redmond,
15 which was conducted immediately after the executive session, is therefore null and void.

16 81. The Board violated the OPMA a fourth time at its October 5, 2023 meeting, but discussing
17 an “Employee Transfer Agreement,” which is not an agreement that the District is bargaining with
18 IAFF Local 2878 but instead with Redmond.

19 82. The OPMA also requires that agencies “make the agenda of each regular meeting of the
20 governing body available online no later than 24 hours in advance of the published start time of
21 the meeting.” RCW 42.30.077. The District did not make the agenda of the Board’s regular
22 meeting held on September 20, 2023, available online in advance of the meeting. In fact, as of this
23 date, the agenda of that meeting has still not been posted to the District’s website.

1 **REQUESTED RELIEF**

2 WHEREFORE, Plaintiff hereby prays for the following relief:

3 1. An injunction requiring the District to maintain the status quo, enjoining the District
4 from subcontracting of bargaining unit work or laying off any bargaining unit employees until the
5 parties have agreed upon such subcontracting or an interest arbitration award is issued permitting
6 the District to engage in subcontracting, requiring the District to make the agenda of each regular
7 meeting of the Board available online 24 hours in advance, enjoining the Board from holding a
8 special meeting on October 10, 2023, regarding a contract for services with Redmond, enjoining
9 the District from entering into a contract from services with Redmond unless and until the Board
10 has publicly discussed and approved it in compliance with the OPMA, and requiring the Board to
11 comply with the OPMA in the future.

12 2. A declaration that by moving to unilaterally implement subcontracting of
13 bargaining unit work, the District has refused to bargain and made a unilateral change to
14 employees' terms and conditions of employment in violation of the Public Employees' Collective
15 Bargaining Act, RCW 41.56 et seq.

16 3. A declaration that the actions taken by the Board at its meetings on July 7, 2023,
17 and September 20, 2023, are null and void because those meetings failed to comply with the
18 OPMA, RCW 42.30, et seq.

19 4. An award for the costs and attorney's fees reasonably incurred in bringing this
20 action.

21 5. For such other relief as the Court deems just and equitable.

22 RESPECTFULLY SUBMITTED this 6th day of October, 2023.

23 s/Danielle Franco-Malone
24 Danielle Franco-Malone, WSBA No. 40979

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s/Julian Gonzalez
Julian Gonzalez, WSBA No. 59351
s/Kristen Kussman
Kristen Kussman, WSBA No. 30638
BARNARD IGLITZIN & LAVITT LLP
18 W Mercer Street, Suite 400
Seattle, WA 98119
Tel: (206) 257-6011
Tel: (206) 257-6019
Tel: (206) 257-6036
franco@workerlaw.com
gonzalez@workerlaw.com
kussmann@workerlaw.com

Counsel for IAFF Local 2878