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July 24, 2017

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Public Employment Relations Commission
112 Henry Street Northeast, Suite 300
P.O. Box 40919
Olympia, WA 98504-0919

Re: Seattle Police Officers' Guild/City of Seattle
Unfair Labor Practice Complaint

Dear Mr. Sellars:

The undersigned is currently representing the Seattle Police Officers' Guild in regard to the above captioned matter. Enclosed with this letter, please find each of the following documents:

1. a Complaint charging unfair labor practices; and
2. a Certificate of Service.

Please process these documents. Your cooperation is greatly appreciated. If you have any questions or comments concerning this matter, please do not hesitate to contact me.

Respectfully submitted,

Vick, Julius, McClure, P.S.



Hillary McClure
Attorney At Law

HM/lh

Enclosures

cc: Mayor Ed Murray
Chief Kathleen O'Toole
Kevin Stuckey, SPOG President



PUBLIC EMPLOYMENT RELATIONS COMMISSION
 112 Henry Street NE, Suite 300, Olympia WA 98506
 PO Box 40919, Olympia WA 98504-0919
 Phone: 360.570.7300 Email: filing@perc.wa.gov
 Web: www.perc.wa.gov

UNFAIR LABOR PRACTICE COMPLAINT

Amended Complaint in Case # _____ Applicable Rules: Chapters 10-08, 391-08, and 391-45 WAC

PARTIES Include information for all parties involved.

COMPLAINANT Seattle Police Officers' Guild

Contact Kevin Stuckey

Address 2949 4th Avenue South

City, State, ZIP Seattle, WA 98134

Telephone 206-767-1150 Ext. _____

Email Kevin@seattlepoliceguild.org

RESPONDENT City of Seattle

Contact Mayor Ed Murray

Address P.O. Box 94749

City, State, ZIP Seattle, WA 98124

Telephone 206-684-4000 Ext. _____

Email _____

EMPLOYER Seattle Police Department

Contact Chief Kathleen O'Toole

Address P.O. Box 34986

City, State, ZIP Seattle, WA 98124

Telephone 206-625-5011 Ext. _____

Email kathleen.otoole@seattle.gov

ALLEGED VIOLATION

Indicate if the alleged violation is against:

Employer Union Both*

***Note:** If the violation is against both the union and employer, two separate complaints must be filed with two statements of facts describing the alleged violation against each.

STATEMENT OF FACTS and REMEDY REQUESTED

Attach on separate sheets of paper in numbered paragraphs a brief statement of the facts regarding the alleged unfair labor practice(s).

- Include times, dates, places, and participants of occurrences.
- Indicate statutes allegedly violated.
- State whether a related grievance has been filed.
- Describe the remedies requested.
- For more information refer to WAC 391-45-050.

BARGAINING UNIT

***Note:** If the alleged violation relates to more than one bargaining unit, a separate complaint must be filed for each unit.

Indicate Bargaining Unit: Officers & Sergeants

Department or Division: Seattle Police Department

Collective Bargaining Agreement:

- The parties have never had a contract.
 A copy of the most current contract is attached.

AUTHORIZED SIGNATURE FOR COMPLAINANT

Print Name Hillary McClure

Telephone (206) 957-0926 Ext. _____

Address 5506 6th Ave South Suite 201A

Email hillarym@vjmlaw.com

City, State, ZIP Seattle, WA 98108

Signature *Hillary McClure* Date 7/24/17

STATEMENT OF FACTS

COUNT I

1. The Seattle Police Officers' Guild ("Guild") is the exclusive bargaining representative for all commissioned law enforcement employees employed by the City of Seattle ("City") in the Police Department through the rank of sergeant.

2. The Guild and the City have been and are signatory to a January 1, 2011 through December 31, 2014 collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by the Guild. This collective bargaining agreement is attached as EXHIBIT A. The parties are currently in negotiations for a successor collective bargaining agreement.

3. On or about June 24, 2015 the Guild learned that the City was considering having members of the Guild bargaining unit wear Body Worn Video cameras.

4. On or about July 24, 2015, the Guild demanded to bargain over the decision and the effects of the City's decision to have members of the Guild bargaining unit wear Body Worn Video cameras.

5. On or about June 29, 2016, the Guild reminded the City of its demand to bargain and the City's bargaining obligations with regard to Body Worn Video cameras.

6. On or about July 21, 2016, the Guild again demanded to bargain over the decision and the effects of the City's decision to have members of the Guild bargaining unit wear Body Worn Video cameras.

7. On or about December 28, 2016, the Guild and the City entered into an agreement for a pilot project for Body Worn Videos. That agreement includes that the "parties recognize that this agreement applies to the pilot program only, and that the use of any cameras in a permanent body camera program is subject to bargaining consistent with 41.56." The agreement further provides that "both parties agree to proceed in good faith and will comply with their bargaining obligations."

8. Pursuant to the parties' agreement on a pilot project Guild bargaining unit members wore Body Worn Video cameras from approximately the end of December 2016 until the end of March 2017.

9. After the pilot project came to an end, no Guild bargaining unit members wore Body Worn Video cameras.

10. On or about July 17, 2017, the City's Mayor issued an Executive Order, which took effect immediately upon issue. The Executive Order unilaterally implemented a Body Worn Video camera program, which directed certain members of the bargaining unit represented by the Guild

to begin wearing Body Worn Video cameras and recording contacts with members of the public, starting on July 22, 2017.

11. On or about July 17, 2017, the same date the Mayor issued the Executive Order reference in paragraph 10 above, the Mayor publicly stated that the immediate implementation of the Body Worn Video camera program was “good news for the public because it will provide evidence of any misconduct.”

12. It is the City’s intent to use images/video captured by the Body Worn Video Cameras in the disciplinary process and to discipline bargaining unit employees.

13. On or about July 17, 2017, the Mayor admitted that the City had not fulfilled its bargaining obligation when he announced with regard to discussions with the Guild about Body Worn Video cameras, “We have gone around and around and around [with the Guild] trying to reach an agreement.” But, “We’re not there yet.”

14. On or about July 17, 2017, the Mayor further stated the City could not wait any longer to launch a Body Worn Video camera program.

15. On or about July 17, 2017, once again, the Mayor admitted that the City failed to follow the bargaining process required by RCW 41.56 when he tweeted the following: "It's taken far too long to implement body worn cameras at SPD. It's long past time to move forward, and today we do." A copy of the tweet is attached as EXHIBIT B.

16. On or about July 18, 2018, City Attorney Pete Holmes, when speaking about the unilateral implementation of the Body Worn Video Camera program stated, “We’ve decided to move forward regardless of what the consequences under labor law.”

17. The City’s unilateral decision and the effects of the City’s unilateral decision to implement a Body Worn Video camera program requiring bargaining unit members to wear the Body Worn Video cameras constitutes a refusal to engage in collective bargaining.

18. The City’s refusal to bargain violates RCW 41.56.140(1) and RCW 41.56.140(4).

19. The City’s refusal to bargain in violation of RCW 41.56.140(1) and RCW 41.56.140(4) has injured the Guild and the members of the bargaining unit represented by the Guild.

COUNT II

20. Paragraphs 1-19 are reiterated for purposes of Count II.

21. The City’s actions with regard to the implementation of the Body Worn Video camera program, constitute acting in bad faith.

22. The City’s bad faith conduct violates RCW 41.56.140(1) and RCW 41.56.140(4).

23. The City's bad faith conduct in violation of RCW 41.56.140(1) and RCW 41.56.140(4) has injured the Guild and the members of the bargaining unit represented by the Guild.

REMEDY

WHEREFORE, the Guild requests the following remedies:

- A. Findings of fact consistent with the Guild's allegations.
- B. An order requiring the City to cease and desist from refusing to bargain in violation of RCW 41.56.140(1) and RCW 41.56.140(4).
- C. An order requiring the City to cease and desist from acting in bad faith in violation of RCW 41.56.140(1) and RCW 41.56.140(4).
- D. An order requiring the City to restore the status quo ante.
- E. An order requiring the posting of all orders and notices in this matter.
- F. An order granting the Guild any and all other relief to which it is deemed entitled.