

**PUBLIC EMPLOYMENT RELATIONS COMMISSION**

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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** Lincoln County/Lincoln County CommissionContact Rob Coffman, ChairmanAddress P.O. Box 28City, State, ZIP Davenport, WA 99122Telephone 509-725-3031 Ext. _____Email rcoffman@co.lincoln.wa.us**RESPONDENT** Teamsters Local 690Contact Joe KuhnAddress 1912 North Division #200City, State, ZIP Spokane, WA 99207Telephone 509-455-9410 Ext. _____Email jkuhn@teamsterslocal690.org**EMPLOYER** Lincoln County Sheriff's OfficeContact Wade Magers, SheriffAddress P.O. Box 367City, State, ZIP Davenport, WA 99122Telephone 509-725-3501 Ext. _____Email wmagers@co.lincoln.wa.us**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.

Identify Bargaining Unit Lincoln Co. Sheriff's OfficeDepartment or Division Commissioned Employees**Collective Bargaining Agreement**

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

AUTHORIZED SIGNATURE FOR COMPLAINANTPrint Name David DewhirstTelephone 360-956-3482 Ext. _____Address P.O. Box 552Email ddewhirst@freedomfoundation.comCity, State, ZIP Olympia, WA 98507Signature [Signature] Date 2/27/17

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County Commissioners
Against Teamsters Local 690
February 27, 2017

VIOLATION ALLEGED

Teamsters Local 690, the exclusive bargaining representative for two bargaining units in the Lincoln County Sheriff's Office, has refused to engage in collective bargaining in violation of RCW 41.56.150(4).

BRIEF STATEMENT OF FACTS

1. Teamsters Local 690 is the exclusive bargaining representative for all Commissioned employees of the Lincoln County Sheriff's Office. There are approximately twelve (12) commissioned officers.
2. Teamsters Local 690 is also the exclusive bargaining representative for all Non-Commissioned employees of the Lincoln County Sheriff's Office. There are approximately eight (8) Non-Commissioned employees.
3. The County and the Union (on behalf of Commissioned Employees) are parties to a collective bargaining agreement with a term of January 1, 2014 through December 31, 2016. A true and accurate copy of this CBA is attached as **Exhibit A**.
4. The County and the Union (on behalf of Non-Commissioned Employees) are parties to a collective bargaining agreement with a term of January 1, 2014 through December 31, 2016. A true and accurate copy of this CBA is attached as **Exhibit B**.
5. On September 6, 2016, the Board of Lincoln County Commissioners passed Resolution 16-22, which stated that "From this day forward, Lincoln County shall conduct all collective bargaining negotiations in a manner that is open to the public; and Lincoln County shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060-42.30.080)..." A true and accurate copy of Resolution 16-22 is attached as **Exhibit C**.
6. On September 7, 2016, the County notified the Union of the passage and content of Resolution 16-22.
7. On September 26, 2016, Teamsters Local 690 filed two Unfair Labor Practice Complaints against the County alleging that the County failed to provide the Union with notice and opportunity to bargain over changes to conditions of bargaining, such as making collective bargaining negotiations open to the public, prior to passing Resolution 16-22.
8. On October 28, 2016, PERC's Unfair Labor Practice Manager, Jessica J. Bradley, consolidated the two complaints and issued a DEFICIENCY NOTICE. Even though the Examiner assumed that all the Union's allegations were true, she concluded that the Complaints failed to establish a cause of action. A true and accurate copy of the Deficiency Notice is attached as **Exhibit D**.

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9. On November 18, 2016, Teamsters Local 690 filed an amended Complaint related only to the bargaining unit of Commissioned Employees within the Lincoln County Sheriff's Office. A true and accurate copy of this Amended Complaint is attached as **Exhibit E**.
10. On December 8, 2016, long after the 21-day deadline from the date of the Deficiency Notice imposed by WAC 391-45-110(1), the Union filed an amended Complaint related to the bargaining unit of Non-Commissioned Employees within the Lincoln County Sheriff's Office. A true and accurate copy of this Amended Complaint is attached as **Exhibit F**.
11. Both amended complaints alleged that the County, by and through Resolution 16-22, was discriminating against unionized employees, impermissibly adopting a unilateral change, and refusing to bargain.
12. On January 10, 2017, PERC's Unfair Labor Practice Manager, Jessica J. Bradley, issued an ORDER of DISMISSAL (*Lincoln County*, Decision 12648 (PECB, 2017)), concluding that:

The complaints do not contain sufficiently specific facts to support allegations of discrimination, unilateral change, or refusal to bargain. The discrimination allegations are deficient because the complaints do not describe any instances in which the employer deprived any of its employees of some ascertainable right, benefit, or status. Similarly, the complaints do not state a cause of action for unilateral change because they do not explain how the employer's decision to adopt Resolution 16-22 and make bargaining meetings open to the public constituted a change to a mandatory subject of bargaining. Finally, while the complaints allege that the passage of Resolution 16-22 could frustrate the bargaining process by making it difficult to schedule and hold bargaining meetings, they do not describe any specific examples of the employer refusing to meet and bargain at reasonable times and places. Thus, the complaints lack the necessary elements to qualify for further case processing before this agency.

The Examiner thus dismissed the Union's Complaints for failure to state a cause of action. A true and accurate copy of this Order is attached as **Exhibit G**.

13. On January 30, 2017, the Union appealed the Examiner's Dismissal Order to the full Public Employment Relations Commission. A true and accurate copy of this appeal letter is attached as **Exhibit H**.
14. On February 14, 2017, the Union withdrew its Complaints and the respective appeals. A true and accurate copy of this withdraw letter is attached as **Exhibit I**.
15. On February 15, 2017, PERC accepted the Union's withdraw, and closed the case. A true and accurate copy of this Order is attached as **Exhibit J**.

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16. On October 31, 2016, the County communicated notified the Union by letter that the County was "remain[ed] entirely open to entering collective bargaining negotiations should the Sheriff's Deputies and employees, by and through their Union, wish to do so. Please notify us if you so wish, and we will schedule a mutually agreeable time to meet." A true and accurate copy of this letter is attached as **Exhibit K**.
17. On November 2, 2016, The County again notified the Union by letter that it was willing to enter negotiations if the Union wished to renegotiate the existing CBAs. A true and accurate copy of this letter is attached as **Exhibit L**.
18. On November 8, 2016, Deputy Clerk of the Board of Lincoln County Commissioners Marci Patterson emailed the Union Representative, Joe Kuhn, to notify him that the Commissioners were available to negotiate on November 14, 2016 or November 21, 2016. She also stated that if Kuhn was "unavailable on those particular [] dates, the Commissioners are amenable to recessing either of those scheduled meetings to reconvene at a date and time that can accommodate both parties." Kuhn responded that the November 14 was unworkable but that he was "checking on the 21st". A true and accurate copy of these email communications is attached as **Exhibit M**.
19. Mr. Kuhn did not respond again until December 14, when he asked what dates the Commissioners were available to meet to discuss his initial proposals. On December 20, 2016, Ms. Patterson again emailed Joe Kuhn, indicating that "the next regularly scheduled Commissioner Meetings are Tuesday, January 3rd and Tuesday, January 17th". Again, if you are unavailable on those particular [] dates, the Commissioners are amenable to recessing either of those scheduled meetings to reconvene at a date and time that can accommodate both parties." The County and Union eventually agreed to meet on January 17, 2017 at 1:00 PM. A true and accurate copy of these email communications is attached as **Exhibit N**.
20. On January 17, 2017, the County Commissioners (who conduct collective bargaining negotiations themselves) and the Union met in the Commission's meeting room during an open public meeting and began negotiating a new collective bargaining agreement for both the Commissioned and Non-Commissioned bargaining units. They did not reach a final agreement on all the terms for new contracts, and agreed to reconvene at a later time.
21. On January 27, 2017, Kuhn emailed Ms. Patterson to inquire what upcoming dates were amenable to the Commissioner to meet and resume negotiations. Ms. Patterson offered February 21, which Mr. Kuhn could not accommodate. A true and accurate copy of these email communications is attached as **Exhibit O**.
22. Eventually, both parties agreed to meet at 10:00 AM on February 27, 2017 to resume negotiations. Mr. Kuhn forwarded his bargaining counter-proposals which reflected agreements reached on January 17 and the revised Union demands. A true and accurate copy of these email communications is attached as **Exhibit P**.

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23. Based on the January 17, 2017 meeting, all parties understood that the February 27, 2017 meeting would occur in an open public meeting, pursuant to Resolution 16-22.

24. At 10:00 AM on February 27, 2017, the County and Union met to reconvene negotiations.

- a. Rob Coffman, Chairman of the Board of County Commissioners, convened the public meeting and welcomed the attendees.
- b. For the Union, Joe Kuhn spoke first. He indicated that the Union was there to bargain. Kuhn then introduced Jack Holland, who is presumably counsel to Teamsters Local 690. Holland represented the Union in the prior Unfair Labor Practice Complaints that were dismissed on January 10, 2017 and closed on February 15, 2017.
- c. Holland also indicated that the Union was there to bargain, but then explained that the Union preferred to bargain in secret and not in an open public meeting. Holland mentioned that Resolution 16-22 disrupted the status quo that had previously permitted secret negotiations between the County and Union. Holland repeatedly explained that the Resolution disrupted a long-established grounds rules of bargaining. Holland then requested that everyone leave the County Commissioner Meeting Room except those individuals directly involved in bargaining.
- d. Coffman countermanded Holland's request, and informed Holland and the others in attendance the County would adhere to the policy adopted in Resolution 16-22, but that the Commissioners were ready, willing, and able to negotiate.
- e. Holland restated his position but asked how the parties were to manage bargaining strategy sessions that were normally conducted in private.
- f. Coffman responded that Resolution 16-22 still permitted private strategy sessions but that it required all actual negotiations between the parties to occur in an open public meeting. Coffman reasserted that the negotiations would occur according to Resolution 16-22, and that the Commissioners were ready to resume negotiations.
- g. Both the County and Union parried their respective positions on the open status of the meetings several more times. Holland called the County Commissioners "heavy-handed." Coffman restated the County's position that it was ready, willing, and able to resume negotiations.
- h. Holland said, "I guess we're done here, then." With that, the Union personnel recessed to a room elsewhere in the County building. The Commissioners held the open meeting open until the Union group left the facilities.

25. The County was ready to resume negotiations with the Union, but the Union left and refused to negotiate.

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26. The topics that still need to be negotiated to agreement included mandatory subjects of bargaining, such as wages, hours, terms and conditions of employment, and other employee benefits.
27. The County has repeatedly made every effort to accommodate the Union and its representatives in identifying and scheduling mutually agreeable times to meet. The Union refused and has continued to refuse to engage in collective bargaining over mandatory subjects beginning on February 27, 2017.

GRIEVANCE STATUS

28. A grievance has not been filed.

REMEDIES REQUESTED

29. Lincoln County seeks a finding that the Union, Teamsters Local 690, has committed an Unfair Labor Practice pursuant to RCW 41.56.150(4), by refusing to engage in collective bargaining with the County over mandatory subjects of bargaining. *See Yakima Cty. v. Yakima Cty. Law Enft Officers' Guild*, 174 Wn. App. 171, 182 (2013).
30. Lincoln County seeks an Order from PERC that the Union cease and desist from this active and continuing Unfair Labor Practice, and that the Union engage in good faith collective bargaining with the Lincoln County Commissioners on all mandatory subjects of bargaining.
31. Lincoln County seeks an Order from PERC that the Union be ordered to pay the County's attorney fees and costs; such other and further relief be ordered against the Union as is necessary and appropriate in this instance as a result of the Union's violations of RCW 41.56.150(4); and any and all other relief deemed just and appropriate by PERC.

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
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February 27, 2017

EXHIBIT A

**AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY

AND

**LINCOLN COUNTY DEPUTIES
SHERIFF'S GUILD
(Commissioned Employees)**

January 1, 2014 through December 31, 2016

Collective Bargaining Agreement
Lincoln County Commissioned Officers

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**AGREEMENT
BY AND BETWEEN
LINCOLN COUNTY AND LINCOLN COUNTY DEPUTIES GUILD
2014 - 2016
PREAMBLE**

This Agreement entered into by Lincoln County, State of Washington, hereinafter referred to as the "County" and the Lincoln County Deputies Guild, hereinafter referred to as the "Guild", has as its purpose the promotion of harmonious relations between the County and the Guild in the public interest.

EMBODIMENT

This Agreement constitutes the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly for the term of this Agreement, waive the right, and each agree that, except as may otherwise be provided in this Agreement, the other shall not be obligated to bargain collectively regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during the term of this Agreement.

ARTICLE I - RECOGNITION

1.1 The County recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all its commissioned police employees, with the exception of the Sheriff, Under-sheriff and any other appointed "unclassified" positions as established and authorized by RCW 41.14.070, within the Office of the Lincoln County Sheriff.

Collective Bargaining Agreement
Lincoln County Commissioned Officers

1.2 An employee who is a member of the Guild upon the date of signing of this agreement and any employee who joins the Guild subsequent to the date of the signing of this agreement shall maintain membership in good standing with the Guild through the payment of periodic dues assessed by the Guild during the term of this agreement.

1.3 The Employer will deduct monthly Guild dues and initiation fees uniformly required of membership from the pay of those employees who provide written authorization to the employer to make such deductions. The employer will transmit the total amount of deductions to the treasurer of the Guild. The transaction of those funds will coincide with the Employer's issuance of Employee paychecks.

1.4 New Employees within sixty (60) calendar days of hire and all other employees within sixty (60) days of execution of this agreement, shall elect whether he or she wishes to either join the Guild and pay Guild dues and fees or decline to join the Guild and pay a service fee as follows: Any present employee who is not a member of the Guild shall be required to pay a fair share (in an amount not to exceed regular Guild dues) of the cost of the collective bargaining unit to defray the costs of services rendered in negotiating and administering this agreement, less any costs attributable to political activities. Payment of a service fee in the amount shall be in lieu of any other obligation under this article.

1.5 In accordance with RCW 41.56, objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body as determined by the Public Employment Relations Commission will be observed. Any such employee shall pay an amount of money equivalent to regular Guild dues to a non-religious charity mutually agreed upon by the employee effected and the Guild. The effected employee shall submit to the treasurer of the Guild written notification indicating the Charity involved and confirming the actual donation.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Guild recognizes the rights of the County, through the Sheriff's Office administration, to operate and manage the department, including but not limited to the rights to establish and require reasonable standards of performance, to maintain order and efficiency; to direct employees; to classify, reclassify and to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services or facilities; to discontinue or merge existing services and/or facilities; to extend, limit, contract for or curtail the whole or any part of the operations as may be permitted by law.

2.2 The Guild recognizes the rights of the County, through the Sheriff's Office Administration to select, hire, classify, assign, promote consistent with the current Civil Service Rules or transfer employees, to discipline, demote, suspend or discharge employees for just cause and, as covered by current or those hereafter adopted Rules and Regulations of Civil Service; to promulgate and enforce reasonable rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively with the County, shall not be exercised so as to violate any of the specific provisions of the Agreement.

2.3 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogative not mentioned.

2.4 Nothing in this article is to be construed as limiting the rights of the Guild to require bargaining pursuant to RCW 41.56.

Collective Bargaining Agreement
Lincoln County Commissioned Officers

ARTICLE III – SENIORITY

3.1 Bargaining unit seniority shall be determined by length of service in classification. Countywide seniority shall be determined by length of service with Lincoln County. Bargaining unit seniority shall be utilized for shift bid and vacation selection.

ARTICLE IV - SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning or interpretation of this Agreement shall be settled, at the employee's election, either in the manner prescribed by the agreed upon grievance procedure set forth in this Agreement or under the procedure contained in the Lincoln County Civil Service Rules.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 A "grievance" is defined as a dispute involving the application of the provisions of this agreement. The parties agree that discipline is a command/management function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations and remedial training shall not be subject to the grievance procedure.

All grievances shall be presented within fourteen (14) days of the alleged occurrence of the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Guild. All references to time in this Article shall be to calendar days.

Informal Resolution. The parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedure.

By mutual agreement, the parties may agree to waive any step in the grievance procedure.

Step 1: If an employee or the Guild believes that the application of the provisions of this agreement have been violated, they shall first discuss this matter with the person who took the action within fourteen (14) days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action. The person who took the action shall provide the employee with a written response within fourteen (14) calendar days of the date upon which the grievance was discussed with the employee. Failure to discuss this matter with the person who took the action within the fourteen (14) calendar days shall be deemed a waiver of the right to proceed further in the grievance procedure. In the event the person who took the action is unavailable, the grievance may be initiated, following the normal chain of command. In the case that the employee holds the rank of sergeant, the parties may mutually agree to omit either Step 1 or Step 2. Consistent with RCW 41.56.080, nothing in this article shall prevent a bargaining unit member from presenting a grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is consistent with RCW 41.56.080, the terms of the collective bargaining agreement and the Guild has been given reasonable opportunity to be present at any initial meeting called for resolution of such grievance.

Step 2: In the event that the Step 1 action does not resolve the issue to the satisfaction of the employee or the Guild, the employee or Guild shall reduce the matter to writing. The employee shall have the right to be assisted by an employee or the Guild shall present the written grievance to the next person in the chain of command within fourteen (14) calendar days of the date the employee received a written response at Step 1 of this procedure. Failure to submit a written grievance within fourteen (14) calendar days of the Step 1 response shall be deemed a waiver of the right to proceed further in the grievance procedure. The next person in the chain of command may meet with the employee and the employee's representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The next person in the chain of command shall reduce his or her decision to writing and shall transmit the decision to the employee with a copy to the Guild representative within fourteen (14) calendar days after meeting with the employee and Guild representative or after receiving the written grievance, whichever is longer.

Step 3: In the event that the next person in the chain of command does not resolve the grievance to the satisfaction of the employee or the Guild at Step 2 of this procedure, the employee or the Guild shall transmit a copy of the original grievance along with a copy of the written response received in Step 2 to the Sheriff within fourteen (14) calendar days of the receipt of the next person in the chain of command's written response. The Sheriff may convene a meeting with the Guild representative in an attempt to resolve the grievance. The Sheriff shall reduce his or her decision to writing within fourteen (14) calendar days.

Step 4: In the event that the Sheriff's decision does not resolve the grievance to the satisfaction of the Guild at Step 3 of this procedure, the matter may be elevated to binding arbitration.

Step 5: (a) Selection of Arbitrator: A neutral arbitrator shall be selected by mutual agreement or through a mutually agreeable process. In the event the parties cannot agree, either party may petition the Public Employment Relations Commission for a panel of arbitrators. The party requesting the panel shall strike the first name and the parties shall thereafter alternately strike names until one name is remaining. That person shall then serve as the arbitrator.

(b) Powers and Duties of the Arbitrator: The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issue(s) not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Guild and the employer.

(c) Costs of Arbitration: The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall signly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record. Fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation and transcript requests.

ARTICLE VI - COUNTY SECURITY

6.1 The Guild and the County agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal work routine.

Collective Bargaining Agreement
Lincoln County Commissioned Officers

ARTICLE VII - HOLIDAYS

7.1 The following holidays shall be recognized by permanent employees on the traditional date of that holiday:

- | | |
|---------------------------------------|----------------------------|
| 1. New Year's Day (January 1) | 8. Veteran's Day (Nov 11) |
| 2. Martin Luther King, Jr.'s Birthday | 9. Thanksgiving Day |
| 3. President's Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Christmas Eve (Dec 24) |
| 5. Independence Day (July 4) | 12. Christmas Day (Dec 25) |
| 6. Floater (Aug 1) | |
| 7. Labor Day (1st Monday Sept) | |

7.2 Any other day may be a legal holiday if proclaimed so by the State Legislature or the Board of Commissioners; or by a state official who has been granted legal authority to decree such a holiday or the Board of County Commissioners of Lincoln County.

7.3 Whenever an employee works the majority of a regular schedule on any of the above mentioned holidays he/she shall be paid for their regular time and one and one half (1 1/2) his/her regular rate of pay. All regular full-time employees will receive one day of holiday leave (8 hours or 10 hours depending on schedule) that he or she shall attempt to schedule during the calendar year in which the holiday leave has accrued. If an employee works over eight hours on a holiday, he or she shall receive holiday credit on a basis of one hour for every hour worked. If a member works a holiday overtime shift on his/her "day off", he or she will receive one and one half (1 1/2) his/her regular rate of pay and shall receive additional holiday credit on a basis of one hour for every hour worked that holiday. An employee may cash out up to 40 hours of holiday pay at any time during the calendar year. Accrued holiday leave must be scheduled and taken by March 31st following the calendar year in which they were accrued. If it is not possible to grant a day off, the employee shall receive his holiday pay, at his or her regular rate of pay, for each holiday accrued and not taken.

ARTICLE VIII - WAGES

8.1 Effective January 1, 2014, through December 31, 2014 all bargaining unit employees will receive a 2.00% (COLA) cost of living increase over the 2013 wage scale.

Both parties agree to a wage opener for the 2015 & 2016 contract years.

8.2 Effective 1/1/2015, all bargaining unit employees will receive 100% of the CPI - Urban Wage Earners and Clerical Workers/US All Items 1982-1984=100/US Cities Average/All Items (June 30 to July 1), with the minimum of 2.0% and a maximum of 4.5%.

8.3 Effective 1/1/2016, all bargaining unit employees will receive 100% of the CPI - Urban Wage Earners and Clerical Workers/US All Items 1982-1984=100/US Cities Average/All Items (June 30 to July 1), with the minimum of 2.0% and a maximum of 4.5%.

8.4 A monthly longevity bonus in the following amount will be paid to an employee, in addition to his present rate of pay, if the employee has:

5 or more years of continuous service	\$125.00/month
10 or more years of continuous service	\$175.00/month

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15 or more years of continuous service	\$225.00/month
20 or more years of continuous service	\$275.00/month
25 or more years of continuous service	\$325.00/month
30 or more years of continuous service	\$375.00/month

8.5 Both parties agree to an \$25.00 increase to the longevity pay in 2015.

8.6 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked "Appendix A" and herein incorporated by reference. During negotiations for the 2014 contract, it was bargained for the duration of the contract and there forward that the Sergeant Wage Scale will cap at four (4) steps and this statement will remain in the agreement simply as historical explanation.

8.7 For the purpose of advancing on the Wage Schedule, employee's anniversary dates will be as the 15th day of the month of hire.

8.8 During negotiations of the working agreement that was signed in 2006 and effective until the end of 2007, the Board of County Commissioners agreed to add 2% (two percent) to the base salary of each commissioned deputy in consideration for the Sheriff's Office policy on residency. That increase remains in the base salary of each commissioned deputy and this statement will remain in the working agreement simply as a historical explanation of the consideration given and received.

8.9 Entry or Lateral hired road deputies are required as a condition of employment to reside on either the east or west side of Lincoln County for a minimum of (3) three years, to commence at the conclusion of their academy and field officer training program. The Sheriff will decide the location (east or west side) that the new hire will live and is the sole discretion of the Sheriff. All road deputies/Sgt's or other command staff who are issued a full commission and utilize a take home car are required to reside in Lincoln County. A Lateral Deputy is considered to have already completed the Basic Washington State Criminal Justice Academy or equivalency. Entry Level is considered to be a deputy who has not completed the Basic Criminal Justice Training Academy. Per the Sheriff's Office Standard Operating Procedures (S.O.P.) requires all deputies to notify the Sheriff of all address and phone number changes. The employee moving from one location to another shall notify the Sheriff within 60 days of their intention to move.

ARTICLE IX - VACATIONS

9.1 All permanent employees in the Sheriff's Department shall be entitled to the following paid vacation benefits:

	<u>Accrual in Days</u>
1. 0 - 5 years	12
2. 6 - 10 years	15
3. 11 - 15 years	18
4. 16 - 20 years	21
5. 21 - 25 years	24
6. 26 - 30 years	27
7. 31 + years	30

9.2. No later than the employee's anniversary date of hire occurring in calendar year 1991, no employee shall accrue vacation days in an amount exceeding to total number of vacation days earned during the previous two anniversary years. Upon termination or retirement, an employee may cash-out accrued vacation up to the maximum allowed in the County "Personnel Policy and Procedures Manual", currently established at 240 hours of accrued vacation.

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Lincoln County Commissioned Officers

ARTICLE X - UNIFORM ALLOWANCE

10.1 The County agrees to provide uniforms of good quality and in good condition, and also will furnish weapons, duty leather and/or any other equipment it deems reasonably necessary for employees to perform the duties of Deputy Sheriff for Lincoln County. If any item is furnished by the County, and except for cases in which an employee's negligence results in loss or damage the County will maintain, repair or replace the item when it becomes, unserviceable, unsafe, non-repairable, or does not appear to be of good quality and appearance to the public. The make, caliber and model of weapon; type, color and style of leather will be at the discretion of the County. A supervisor shall attempt to provide an employee with approval or disapproval within (3) three working days, excluding Saturday or Sunday.

10.2 Uniforms and equipment purchased by the County will remain the property of the County Sheriff's Office.

10.3 The County also agrees to provide dry cleaning service for uniforms not to exceed thirty dollars (\$30.00) per month. The parties hereto recognize that circumstances, occurring during the course of duty, may warrant an expenditure exceeding the \$30.00 per month limitation; any expenditures beyond the monthly maximum shall be subject to the Sheriff's review and sole discretion.

10.4 The County also agrees to provide a boot allowance. This amount shall be paid either as \$150.00 per year or \$300.00 every second year.

ARTICLE XI - LEAVES OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following times are made a part of this Agreement:

11.1 Application for leave: Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for leave being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that such approval of authorization shall reside with the department head. Any request for leave of absence shall be promptly answered. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of shift on which the request was submitted. All requests for leave shall be answered within ten (10) days.

11.2 Military leave: In accordance with the Military Selective Service Act, Deputy Sheriffs shall be granted time off to meet their required military obligation. Employees who are required to attend military meetings shall suffer no loss of pay for a period of time not to exceed fifteen (15) days per year. Employees so required to serve a military obligation must supply their department head with necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacement can be secured. The County will make up the difference between military and County pay, if the County pay is higher.

11.3 Sick leave: (a) Will be accrued on the basis of one (1) workday to be earned for each month of employment. This may be accumulated to a maximum of one hundred twenty (120) working days. Also, if an employee quits or is separated from the County, after five (5) years of employment, the County will pay one half (1/2) of the accumulated sick leave, up to a maximum as established by

County policy (currently 480 hours). Sick leave shall not apply to temporary or seasonal employees and regular part time employees shall earn one (1) day of sick leave for each 173 hours worked and shall be paid sick leave in proportion to the number of hours at least one half (1/2) of the month that it is worked. The County may require doctor's verification on any sick leave. If an employee calls in sick prior to his or her shift, sick leave must be used first if the employee has sick leave available.

(b) Shall include necessary time off to care for minor child of the employee with a health condition requiring treatment or supervision or illness or injury in the immediate family requiring the attendance of the employee.

11.4 Family Leave: will be granted in accordance with the mandatory features of the Washington State Family Leave Act and the mandatory features of the Federal Family Leave Act.

11.5 Sick Leave Cash Out: A sign-up period for sick leave cash out shall be held March 1st through March 31st, for inclusion in April payroll, each year, so that employees may convert annual sick leave with the following restrictions:

- (1) If an employee has accrued 150 hours or more, he/she may convert up to 40 hours.
- (2) If an employee has accrued 350 hours or more, he/she may convert up to 60 hours.
- (3) If an employee has accrued 500 hours or more, he/she may convert up to 80 hours.

11.6 Bereavment Leave: In case of a death of an "immediate" family member, (spouse, child, stepchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchild, aunt, uncle, stepmother, stepfather) the employee will be granted three (3) days of bereavment leave that will not be charged against either his/her annual or sick leave. Additional leave may be granted pursuant to County personnel policies.

ARTICLE XII - DEFERRED COMPENSATION

Twice a year, in March and August, and in accordance with RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. An income deferred under such a plan shall continue to be included as regular compensation, for the purposes of computing state or local retirement and pension benefits earned by any employee.

ARTICLE XIII - JURY DUTY

County employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during the working hours will suffer no loss of pay. Employees shall be paid their regular pay for jury duty, provided, pay received for jury duty shall be returned to the County. Employees called during the working day or excused during the day, shall report immediately by phone or in person to their supervisor for instructions as to whether to report for work during the remainder of the workday. Jury duty consideration does not apply to hourly or part-time personnel.

ARTICLE XIV – INSURANCE

14.1 The County agrees to continue the liability and false arrest insurance program that is currently in effect. The minimum coverage the County agrees to pay is as follows: \$250,000.00 per person and/or \$500,000.00 per occurrence.

14.2 The County will provide medical insurance to all employees at a uniform level. Effective January 1, 2014 the county agrees to pay a maximum of \$600.00 monthly towards the employee's County medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution (\$600.00) will be the sole responsibility of and at the expense of the employee.

Employees may decide not to take the county provided insurance on the condition that they provide proof of alternate insurance that complies with the minimum requirements for coverage as outlined in the County Policy and Procedures Manual. If an employee elects not to sign up for County approved medical insurance, \$600.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employee's name. Employees enrolled in a qualified group medical plan outside the county offered medical plan will be enrolled in a Standard HRA VEBA plan. Employees that enroll in an individual qualified medical plan will be enrolled in a Post Separation HRA VEBA plan. It is understood that the guild agreed to the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units or other groups of employees.

Both parties agree that the County will provide a benefit with a value of \$48.00 to each full time employee to enroll in the NW MedStar Membership Program for the 2014 calendar year.

Both parties agree to a medical opener for the contract years 2015 & 2016.

14.3 Any greater cost difference in the health program premiums and the above described amounts of coverage for LEOFF employees, spouses, and dependents will be the responsibility of and at the cost of the employee.

ARTICLE XV - SAVINGS CLAUSE

If any Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE XVI - PERSONAL PROPERTY

The County agrees to repair or replace items of personal property up to an amount of five hundred dollars (\$500) including, but not limited to, eye glasses, watches, uniforms and personal clothing, if the loss or damage occurs while the officer is in a service status, provided the loss is not due to the officer's personal negligence. Anything above the five hundred dollar (\$500) amount will require further review and approval by the administration.

ARTICLE XVII - WORK PERIOD AND OVERTIME

17.1 The normal work week shall be no more than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, followed by two (2) or three (3) consecutive days off, unless mutually agreed upon by the Sheriff and the Guild. The normal work week shall be comprised of five

Collective Bargaining Agreement
Lincoln County Commissioned Officers

(5) normal workdays as defined above within the period of one calendar week. Employees will be allowed sufficient time for lunch, normally one half (1/2) hour, but it is understood that they remain on duty status during that time. Employees going off shift will remain on duty only long enough to adequately inform their replacements of operational conditions and status.

17.2 Compensatory time shall be earned or overtime will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate for all hours worked over the normal duty day. All overtime must be pre-authorized by a supervisor. Only under emergency conditions and the lack of availability of a supervisor may dispatch authorize the performance of work that would qualify for overtime, compensatory time or call out.

17.3 Compensatory time or overtime hours will be selected, computed and turned in before the 10th of each month. Employees hired prior to January 1, 2014 may not accrue more than 360 hours of compensatory time at any point in time and any employee hired January 1, 2014 or thereafter may not accrue more than 80 hours of compensatory time at any point in time, when an employee has reached the applicable limit on accrued unused compensatory time, any further overtime must be paid in cash. Employees will be allowed to use compensatory time within a reasonable period after making a request if such use does not unduly disrupt operations.

17.4 CALL-OUT: When an employee is called into service after completing an eight (8) hour shift, and prior to his or her next regularly scheduled shift, he or she shall receive a minimum of two (2) hour call out time to be paid at one and one half (1 1/2) times the regular rate of pay. If the occurrence takes longer than two (2) hours the employee shall receive the higher compensation. An employee's "service" shall commence at the time the employee agrees to respond for service by telephone or by radio. Service shall terminate upon the employee's sign out by the same method. If an employee is called out on a day that is his/her regularly scheduled day off, that employee will receive a minimum of four (4) hours of pay, at his/her overtime rate. With a 72 hour notice, a shift may be changed/alterd to accomodate training, meetings etc. without accruing overtime.

Call out for Court/Training: Anytime an employee is required to appear in Court outside of his or her regularly scheduled shift, he/she shall receive a minimum of two (2) hours pay at the appropriate overtime rate if the employee resides in Davenport. If the employee resides outside of Davenport, the minimum shall be three (3) hours pay. A situation involving deputies being called back to a work function or required training/detail shall fall under this section. For the purpose of this Agreement, reasonable notification for training shall be 72 hours with proper notification to all employees.

17.5 Working out of Classification: Whenever an employee is specifically assigned by his or her supervisor, or the Sheriff, to perform a majority of the duties and to accept a majority of the responsibilities, of an employee at a higher paid bargaining unit classification, he or she shall be paid at a rate one step higher than his or her current classification while performing such duties and accepting such responsibility.

17.6 Members of the bargaining unit shall be given first consideration by seniority to fill open shifts in the patrol/investigation division. "Open Shift" shall mean a shift left vacant due to the short term absence of a bargaining unit employee. The Sheriff's or his designee's assignment of an employee to any open shift shall be based on that employee's seniority and ability to perform such duties. If no bargaining unit employees are determined to be qualified to fill the shift, reserve officers or qualified part-time personnel may be called to fill the vacant shifts.

17.7 Members of the department are allowed to purchase meals from the jail kitchen at the actual cost for the preparation of the meal; said amounts shall be identified by the Sheriff.

17.8 A regular hourly rate shall be established for each job classification based on an average number of hours per month of 173.

17.9 Pay period shall be established on a monthly basis to be paid on the last working day of each month, Monday through Friday, but draws are available to employees in the middle of each month.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 The provisions of this Agreement shall be applied equally to all employees in the Lincoln County Sheriff's Department, without discrimination as to age, sex, marital status, race, color, national origin, or political affiliation. The Guild shall share equally with the County the responsibility for applying this provision of the Agreement.

18.2 All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees

18.3 The County agrees not to interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraining or coercion by the County or any employer representative against any employee because of Guild membership or because of any employee activity in an official capacity on behalf of the Guild, provided that such activity does not interfere with normal operations of the department.

18.4 The Guild recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Lincoln County Sheriff's Office without discrimination, interference, restraining or coercion.

18.5 The County agrees to allow suitable bulletin boards in a convenient place in the work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards within the Sheriff's Office. It is understood and agreed that no material shall be posted which is obscene, defamatory or which would impair Sheriff's Office operations.

18.6 The County agrees that during working hours, on the Employer's premises or elsewhere, and without loss of pay, Guild officials shall be allowed to:

- (a) Post Guild notices and distribute Guild literature.
- (b) Attend meeting with the approval of supervisor and solicit Guild membership without hindering normal operations.
- (c) Transmit communications, authorized by the local Guild or its officers, or other Guild representative, concerning the enforcement of this Agreement.
- (d) Consult with the County, its representative, local Guild officers, or other Guild representatives, concerning the enforcement of this agreement.

ARTICLE XIX - COMPENSATION FOR TRAVEL TIME

19.1 The parties recognize federal and state audit requirements, and hereby agree to comply with the Sheriff's Office accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations and use of the Sheriff's Office credit card.

An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of Lincoln County, as defined under the Fair

Collective Bargaining Agreement
Lincoln County Commissioned Officers

Labor Standards (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

When travel by employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed by the Board of County Commissioners for County employees. However, at no time shall the amount be less than the County approved mileage rate. Requests for mileage shall be submitted according to the Sheriff's Office policy.

ARTICLE XX - SUPPLEMENTAL AGREEMENTS

20.1 This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this Section.

20.2 The Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party, in writing, of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Guild and County officials.

20.3 Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE XXI - AMMUNITION ALLOWANCE

21.1 Each commissioned officer authorized by the Sheriff to carry a duty weapon, shall receive one hundred fifty (150) rounds of ammunition per month for the purpose of individual firearms training. This ammunition shall be supplied by the Lincoln County Sheriff's Office and each officer shall receive the allotted ammunition upon presentation to the Range Master of the prior month's spent brass. The rounds will be utilized at the officer's discretion. However, if used on the Lincoln County Range, the Officer will notify the Sheriff's Office, by radio, prior to practice beginning and immediately upon completion. The range master will be selected by the Sheriff.

ARTICLE XXII - PERSONNEL POLICIES AND PROCEDURES

22.1 The employment relationship between the County and bargaining unit employees is governed by Federal and Washington State Laws, Civil Service Rules, this Agreement, Sheriff's operating policies and procedures, and the Lincoln County Personnel Policies and Procedures Manual. Unless covered by state or federal law or civil service rules, this Agreement applies; unless covered by this Agreement, the Sheriff's policies and procedures applies; otherwise the County's Personnel Policies and Procedures Guide applies. In the event there is a conflict between the terms of the Sheriff's or County's Personnel Policies and Procedures Guide and this Agreement, this Agreement applies. By its agreement to this provision, the Guild is not waiving its right to require bargaining on any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE XXIII - SHIFT DIFFERENTIAL

23.1 The County agrees to pay shift differential for Lincoln County Deputies in the following circumstances:

- | | |
|---|-----------------|
| 1. Day Shift (8:00AM thru 4:00PM) | No pay increase |
| 2. Swing Shift (4:01PM through midnight) | \$0.75 an hour |
| 3. Graveyard Shift (12:01AM through 7:59AM) | \$1.25 an hour |

The hours set out above may be changed plus or minus 2 hours.

23.2 The County agrees to pay weekend differential for Lincoln County Deputies in the following circumstances:

1. Weekend - Friday (16:00) to Monday (08:00) \$.25 cents an hour

23.3 Both parties agree to an \$0.25 increase to the Swing, Graveyard and Weekend pay in 2015.

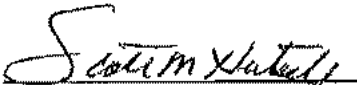


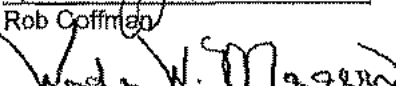
ARTICLE XXIV - TERM OF AGREEMENT

24.1 Except as otherwise provided, this Agreement shall become effective January 1, 2014 and shall remain in full force and effect until December 31, 2016. Either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to said date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the paragraph below.

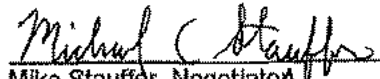
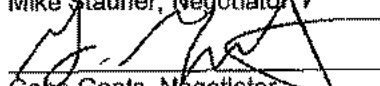
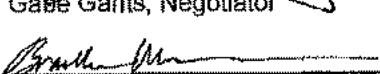
24.2 It is agreed to by both the Guild and the County that any member of the Guild shall have the option of joining the Fraternal Order of Police (FOP). It is understood that the FOP may assist with advisory information during the term and the negotiating of this contract and may supply advisory staff if requested by the Guild. Any Guild member joining the FOP will have the option of obtaining the Legal Defense Plan through the FOP.

DATED THIS 20th DAY OF December, 2013.

FOR THE COUNTY:


Scott M. Hutsell, Chairman

Mark Stedman

Rob Coffman

Wade Magers, Sheriff

FOR THE GUILD:


Mike Stauffer, Negotiator

Gabe Gants, Negotiator

Brandon Wilson, Negotiator

Collective Bargaining Agreement
Lincoln County Commissioned Officers

2014 WAGE SCALE

Guild commissioned positions - 2% COLA above 2013

	points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Road Sergeant (old scale)	472	4837	5077	5333	5438	5492	5547	5602	5659
Road Sergeant (new 2014)	472	5077	5438	5547	5659				
Road Deputy	308	3803	4023	4248	4470	4693	4811	4932	5055
Road Corporal		4427							

APPOINTED POSITIONS GUILD NON-COMMISSIONED 2% COLA + 3% wage increase above 2013

Administrative Assistant	3479	3683	3890	4093					
Emergency Management	3048	3184	3320	3454					
Radio/Corrections 911 Dispatch	240	3093	3276	3457	3640	3731	3824	3920	4018
		3094	3277	3459	3641	3732	3826	3921	4019
Jail Supervisor *		4952							
Civil Deputy *	243	4952							
911 Communications Lead *		5282							
Undersheriff *		6273							
Chief Criminal Deputy *		5943							

* Appointed Official - 3.15% increase from 2012

	adjust	Emerg Mgmt	To calculate administrative salaries:					Adjusted
		500	Per BOCC 12/2013	Base	Base	Base	Base	
Sheriff	6603	100%	2014 Sheriff	6603	100	6603	6603	
Undersheriff	6273	95%	2015		200			
Chief Criminal Deputy	5943	90%	2016		300			
911 Communications Lead	5282	80%	2017		400			
Civil Deputy	4952	75%	2018		500			
Jail Supervisor	4952	75%						

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT B

**AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY

AND

**LINCOLN COUNTY DEPUTIES
SHERIFF'S GUILD
(Non-Commissioned Employees)**

January 1, 2014 through December 31, 2016

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
Non-Commissioned

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PREAMBLE

This Agreement entered into by Lincoln County, State of Washington, hereinafter referred to as the "County" and the Lincoln County Deputies Sheriff's Guild, hereinafter referred to as the "Guild", has as its purpose the promotion of harmonious relations between the County and the Guild in the public interest.

EMBODIMENT

This Agreement constitutes the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions.

The Parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly for the term of this agreement waive the right and each agree that except as may otherwise be provided in this agreement the other shall not be obligated to bargain collectively regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time during the term of this Agreement.

ARTICLE I - RECOGNITION

1.1 The County recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all its non-commissioned employees including Corrections/Communications Deputies, E-911 Call Takers and the Administrative Assistant with the exception of the Sheriff, Under-Sheriff and any other appointed "unclassified" positions as established and authorized by RCW 41.14.070, within the Office of the Lincoln County Sheriff.

1.2 An employee who is a member of the Guild upon the date of signing of this agreement and any employee who joins the Guild subsequent to the date of the signing of this agreement shall maintain membership in good standing with the Guild through the payment of periodic dues assessed by the Guild during the term of this agreement. The Employer will deduct monthly Guild dues and initiation fees uniformly required of membership from the pay of those employees who provide written authorization to the employer to make such deductions. The employer will transmit the total amount of deductions to the Treasurer of the Guild. The transaction of those funds will coincide with the Employer's issuance of Employee paychecks.

1.3 New Employees within sixty (60) calendar days of hire and all other employees within sixty (60) days of the execution of this Agreement shall elect whether he or she wishes to either join the Guild and pay Guild dues and fees or decline to join the Guild and pay a service fee as follows: Any present employee who is not a member of the Guild shall be required to pay a fair share (in an amount not to exceed regular Guild dues) of the cost of the collective bargaining unit to defray the costs of services rendered in negotiating and administering this agreement, less any costs attributable to political activities. Payment of a service fee in the amount shall be in lieu of any other obligation under this article.

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
Non-Commissioned

1.4 In accordance with RCW 41.56, objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body as determined by the Public Employment Relations Commission will be observed. Any such employee shall pay an amount of money equivalent to regular Guild dues to a non-religious charity mutually agreed upon by the employee affected and the Guild. The affected employee shall submit to the Treasurer of the Guild written notification indicating the Charity involved and confirming the actual donation.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Guild recognizes the rights of the County, through the Sheriff's Office administration, to operate and manage the department, including but not limited to the rights to establish and require reasonable standards of performance, to maintain order and efficiency; to direct employees; to classify, reclassify and to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services or facilities; to discontinue or merge existing services and/or facilities; to extend, limit, contract for or curtail the whole or any part of the operations as may be permitted by law.

2.2 The Guild recognizes the rights of the County, through the Sheriff's Office Administration to select, hire, classify, assign, promote (consistent with the current Civil Service Rules) or transfer employees; to discipline, demote, suspend or discharge employees for just cause and as covered by current or those hereafter adopted Rules and Regulations of Civil Service; to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively with the County, shall not be exercised so as to violate any of the specific provisions of the Agreement.

2.3 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogative not mentioned.

2.4 Nothing in this article is to be construed as limiting the rights of the Guild to require bargaining pursuant to RCW 41.56.

ARTICLE III - SENIORITY

3.1 Bargaining unit seniority shall be determined by length of service in classification. Countywide seniority shall be determined by length of service with Lincoln County. Bargaining unit seniority shall be utilized for shift bid and vacation selection.

ARTICLE IV - SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning or interpretation of this Agreement shall be settled, at the employee's election, either in the manner prescribed by the agreed upon grievance procedure set forth in this Agreement, or under the procedure contained in the Lincoln County Civil Service Rules.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 A "grievance" is defined as a dispute involving the application of the provisions of this agreement. The parties agree that discipline is a command/management function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations and remedial training shall not be subject to the grievance procedure.

Step 1: If an employee or the Guild believes that the terms and conditions of this agreement have been violated, they shall first discuss this matter with the person who took the action giving rise to the belief with his/her immediate supervisor within fourteen (14) days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action. The person who took the action shall provide the employee with a written response within fourteen (14) calendar days of the date upon which the grievance was discussed with the employee. Failure to discuss this matter with the employee's immediate supervisor within the fourteen (14) calendar days shall be deemed a waiver of the right to proceed further in the grievance procedure. In the event the immediate supervisor is unavailable, the grievance may be initiated with any supervisor, following the normal chain of command. In the case that the employee holds the rank of sergeant, the parties may mutually agree to omit either Step 1 or Step 2. Consistent with RCW 41.56.080, nothing in this article shall prevent a bargaining unit member from presenting a grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is consistent with RCW 41.56.080, the terms of the collective bargaining agreement and the Guild has been given reasonable opportunity to be present at any initial meeting called for resolution of such grievance.

Step 2: In the event that the Step 1 action does not resolve the issue to the satisfaction of the employee or the Guild, the employee or Guild shall reduce the matter to writing. The employee shall have the right to be assisted by an employee or the Guild shall present the written grievance to the Undersheriff within fourteen (14) calendar days of the date the employee received a written response at Step 1 of this procedure. Failure to submit a written grievance within fourteen (14) calendar days of the Step 1 response shall be deemed a waiver of the right to proceed further in the grievance procedure. The Undersheriff may meet with the employee and the employee's representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The Undersheriff shall reduce his or her decision to writing and shall transmit the decision to the employee with a copy to the Guild representative within fourteen (14) calendar days after meeting with the employee and Guild representative or after receiving the written grievance whichever is longer.

Step 3: In the event that the Undersheriff does not resolve the grievance to the satisfaction of the employee or the Guild at Step 2 of this procedure, the employee or the Guild shall transmit a copy of the original grievance along with a copy of the written response received in Step 2 to the Sheriff within fourteen (14) calendar days of the receipt of the Undersheriff's written response. The Sheriff may convene a meeting with the Guild representative in an attempt to resolve the grievance. The Sheriff shall reduce his or her decision to writing within fourteen (14) calendar days.

5.2 (a) Selection of Arbitrator: A neutral arbitrator shall be selected by mutual agreement or through a mutually agreeable process. In the event the parties cannot agree, either party may petition the Public Employment Relations Commission for a panel of arbitrators. The party requesting the panel shall strike the first name and the parties shall thereafter alternately strike names until one name is remaining. That person shall then serve as the arbitrator.

(b) Powers and Duties of the Arbitrator: It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted at Step 2 of the grievance procedure and to issue a binding decision.

(c) Costs of Arbitration: The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record.

(d) Time limits: Time limits established in this procedure shall be strictly adhered to, but may be waived by mutual agreement of the parties.

ARTICLE VI - COUNTY SECURITY

6.1 The Guild and the County agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal work routine.

6.2 The County agrees that there shall be no lockout of Sheriff's Department employees under any circumstances.

ARTICLE VII - HOLIDAYS

7.1 The following holidays shall be recognized by permanent employees on the traditional date of that holiday:

- | | |
|--|----------------------------|
| 1. New Year's Day (January 1) | 8. Veteran's Day (Nov 11) |
| 2. Martin Luther King, Jr.'s Birthday (Jan 15) | 9. Thanksgiving Day |
| 3. President's Day (Feb 12) | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Christmas Eve (Dec 24) |
| 5. Independence Day (July 4) | 12. Christmas Day (Dec 25) |
| 6. Floater (Aug 1) | |
| 7. Labor Day (1st Monday Sept) | |

7.2 Any other day may be a legal holiday if proclaimed so by the State Legislature or the Board of Commissioners; or by a state official who has been granted legal authority to decree such a holiday or the Board of County Commissioners of Lincoln County.

Holiday pay will commence at 00:00 through 23:59 on holiday date. Any hours worked during that holiday period will be compensated at one and one half (1 ½) times his/her regular rate of pay.

Whenever an employee works a regular schedule on any of the above mentioned holidays he/she shall be paid for their regular time and one and one half (1 ½) his/her regular rate of pay. All regular full-time employees will receive one day of holiday leave (8 hours, 10 hours or 12 hours depending on schedule) that he or she shall attempt to schedule during the calendar year in which the holiday leave has accrued. If an employee works over eight hours on a holiday, he or she shall receive holiday credit on a basis of one hour for every hour worked. If a member works a holiday overtime shift on his/her "day off", he or she will receive one and one half (1 ½) his/her regular rate of pay and shall receive additional holiday credit on a basis of one hour for every hour worked that holiday. An employee may cash out up to 40 hours of holiday pay at any time during the calendar year. Accrued holiday leave must be scheduled and taken by March 31st following the calendar year in which they were accrued. If it is not possible to grant a day off, the employee shall receive his holiday pay, at his or her regular rate of pay, for each holiday accrued and not taken.

ARTICLE VIII - WAGES

- 8.1 Effective January 1, 2014, through December 31, 2014 all bargaining unit employees will receive a 2.00% (COLA) cost of living increase over the 2013 wage scale.
- 8.2 Effective January 1, 2014 all bargaining unit employees will receive a COLA based on the average annual cost of living increase according to the CPI, All Cities, urban wage earners and clerical workers/top picks/US All Items 1982-1984=100/US Cities Average/All Items, (June 30 to July 1), with a minimum of 2% and a maximum of 4.5%.

Both parties agree to a wage opener for the 2015 & 2016 contract years.

- 8.3 Effective January 1, 2014 all bargaining unit employees will receive a 3% wage increase in addition to the COLA and an additional 3% wage increase each year thereafter for the remainder of the contract.
- 8.4 A monthly longevity bonus will be paid to an employee, in addition to his present rate of pay, if the employee has:

A monthly longevity bonus will be paid to an employee, in addition to his/her present rate of pay, if the employee has:

5 or more years of continuous service	\$125.00/month
10 or more years of continuous service	\$175.00/month
15 or more years of continuous service	\$225.00/month
20 or more years of continuous service	\$275.00/month
25 or more years of continuous service	\$325.00/month

- 8.5 Both parties agree to review a potential \$25.00 increase to the longevity pay and potential disability insurance coverage during the wage opener in 2015.
- 8.6 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked "Appendix A" and herein incorporated by reference.
- 8.7 For the purpose of advancing on the Wage Schedule, employee's anniversary dates will be as of the 15th day of the month of hire. Employees shall move to the next step of the wage grid after one year at the prior step.

ARTICLE IX - VACATIONS

- 9.1 All permanent employees in the Sheriff's Department shall be entitled to the following paid vacation benefits:

	<u>Accrual in Days</u>
1. 0 - 5 years	12
2. 6 - 10 years	15
3. 11 - 15 years	18
4. 16 - 20 years	21
5. 21 - 25 years	24
6. 26 - 30 years	27
7. 31 + years	30

- 9.2 No later than the employee's anniversary date of hire occurring in calendar year 1991, no employee shall accrue vacation days in an amount exceeding the total number of vacation days earned during the previous two anniversary years. Upon termination or retirement, an employee may cash-out accrued vacation up to the maximum allowed in the County "Personnel Policy and Procedures Manual", currently established at 240 hours of accrued vacation.

ARTICLE X - UNIFORM ALLOWANCE

- 10.1 The County agrees to provide uniforms of good quality and in good condition, and also will furnish weapons, duty leather and/or any other equipment it deems necessary for employees to perform the duties of Corrections/Communications Deputies/ E-911 Call Takers for Lincoln County. If any item is furnished by the County, and except for cases in which an employee's negligence results in loss or

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damage, the County will maintain, repair or replace the item when it becomes, in the determination of the Sheriff or his designee, unserviceable, unsafe, non-repairable, or does not appear to be of good quality and appearance to the public. The make, caliber and model of weapon; type, color and style of leather will be at the discretion of the County. A supervisor shall attempt to provide an employee with approval or disapproval within (3) three working days, excluding Saturday or Sunday.

10.2 Uniforms and equipment purchased by the County will remain the property of the County Sheriff's Office.

10.3 The County also agrees to provide dry cleaning service for uniforms not to exceed thirty dollars (\$30.00) per month. The parties hereto recognize that circumstances, occurring during the course of duty, may warrant an expenditure exceeding the \$30.00 per month limitation; any expenditure beyond the monthly maximum shall be subject to the Sheriff's review and sole discretion.

10.4 The County also agrees to provide a boot allowance. This amount shall be paid either as \$150.00 per year or \$300.00 every second year.

ARTICLE XI - LEAVES OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following times are made a part of this Agreement:

11.1 Application for leave: Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for leave being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that such approval of authorization shall reside with the department head. Any request for leave of absence shall be promptly answered. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of shift on which the request was submitted. All requests for leave shall be answered within ten (10) days.

11.2 Military leave: In accordance with the Military Selective Service Act, Deputy Sheriffs shall be granted time off to meet their required military obligation. Employees who are required to attend military meetings shall suffer no loss of pay for a period of time not to exceed fifteen (15) days per year. Employees so required to serve a military obligation must supply their department head with necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacement can be secured. The County will make up the difference between military and County pay, if the County pay is higher.

11.3 (a) Sick leave: Will be accrued on the basis of one (1) workday to be earned for each month of employment. This may be accumulated to a maximum of one hundred twenty (120) working days. Also, if an employee quits or is separated from the County, after five (5) years of employment, the County will pay one half (1/2) of the accumulated sick leave, up to a maximum as established by County policy (currently 480 hours). Sick leave shall not apply to temporary or seasonal employees and regular part time employees shall earn one (1) day of sick leave for each 173 hours worked and shall be paid sick leave in proportion to the number of hours at least one half (1/2) of the month that it is worked. The County may require doctor's verification on any sick leave.

(b) Shall include necessary time off to care for minor child of the employee with a health condition requiring treatment or supervision or illness or injury in the immediate family requiring the attendance of the employee.

(c) Family leave will be granted in accordance with the mandatory features of the Washington State Family Leave Act and the mandatory features of the Federal Family Leave Act.

(d) A sign-up period for sick leave cash out shall be held March 1st through March 31st, for inclusion in April payroll, each year, so that employees may convert annual sick leave with the following restrictions:

- (1) If an employee has accrued 150 hours or more, he/she may convert up to 40 hours.
- (2) If an employee has accrued 350 hours or more, he/she may convert up to 60 hours.
- (3) If an employee has accrued 500 hours or more, he/she may convert up to 80 hours.

11.4 Bereavement Leave: In case of death of an immediate family member, (spouse, child, stepchild, parent, grandparent, brother, sister, step mother, step father or immediate in-law) the employee will be granted three (3) days of paid bereavement leave that will not be charged against either his/her annual or sick leave. Additional leave may be granted in accordance with County personnel policy.

ARTICLE XII - DEFERRED COMPENSATION

Twice a year, in March and August, and in accordance with RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. Any income deferred under such a plan shall continue to be included as regular compensation, for the purposes of computing state or local retirement and pension benefits earned by any employee.

ARTICLE XIII - JURY DUTY

County employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during the working hours will suffer no loss of pay. Employees shall be paid their regular pay for jury duty, provided pay received for jury duty shall be returned to the County. Employees called during the working day or excused during the day, shall report immediately by phone or in person to their supervisor for instructions as to whether to report for work during the remainder of the workday. Jury duty consideration does not apply to hourly or part-time personnel.

ARTICLE XIV - INSURANCE

14.1 The County agrees to continue the liability and false arrest insurance program that is currently in effect. The minimum coverage the County agrees to pay is as follows: \$250,000.00 per person and/or \$500,000.00 per occurrence.

14.2 Effective January 1, 2014, through December 31, 2014 the County agrees to pay a maximum of \$600.00 monthly toward the employee's County approved medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution (\$600.00) will be the sole responsibility of and at the expense of the employee. The employee must elect to take the benefit (county medical insurance) for there to be any unused dollars for the deferred compensation program.

Employees may decide not to take county provided insurance on the condition that they provide proof of alternate insurance that complies with minimum requirements for coverage as outlined in the County

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Policy and Procedures Manual. If an employee elects not to sign up for County approved medical insurance, \$800.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employees' name. Employees enrolled in a qualified group medical plan outside the county offered medical plan will be enrolled in a Standard HRA VEBA plan. Employees that enroll in an individual qualified medical plan will be enrolled in a Post Separation HRA VEBA plan. It is understood that the union proposed, voted on and selected the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units or other groups of employees.

Both parties agree that the county will provide a benefit with a value of \$48.00 to each full time employee to enroll in the NW MedStar Membership Program for the 2014 calendar year.

14.3 Any greater cost difference in the health program premiums and the above-described amounts of coverage for any employees, all spouses, and dependents, will be the responsibility of and at the cost of the employee.

ARTICLE XV - SAVINGS CLAUSE

If any Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE XVI - PERSONAL PROPERTY

The County agrees to repair or replace items of personal property up to an amount of five hundred dollars (\$500) including, but not limited to, eye glasses, watches, uniforms and personal clothing, if the loss or damage occurs while the officer is in a service status, provided the loss is not due to the officer's personal negligence. Anything above the five hundred dollar (\$500) amount will require further review and approval by the administration.

ARTICLE XVII - WORK PERIOD AND OVERTIME

17.1 Each employee working a 12 hour shift will work 3 days on then 4 days off, then 4 days on and 3 days off to accomplish 84 scheduled work hours per 14 day biweekly work period. This breaks down to 80 hours of straight time and 4 hours of overtime. Employees will be allowed sufficient time for lunch, normally one half (1/2) hour, but it is understood that they remain on duty status during that time. Employees going off shift will remain on duty only long enough to adequately inform their replacements of operational conditions and status.

(a) The administration may implement a work schedule for noncommissioned employees assigned to work 12 hour shifts that consist of six (6), twelve (12) and one eight (8) hour shifts during the designated 14 day biweekly work period when the administration determines such schedule is appropriate to save overtime.

(b) Any time worked that is in excess of 80 hours in a 2 week pay period shall be overtime.

(c) Deputies attending training may have their shift modified to allow for a different schedule to accommodate the training.

17.2 Compensatory time shall be earned or overtime will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate for all hours worked over eight (8) in a day. All overtime must be pre-authorized by a supervisor. Only under emergency conditions and the lack of availability of a supervisor may dispatch authorize the performance of work that would qualify for overtime, compensatory time or call out.

17.3 Compensatory time or overtime hours will be selected, computed and turned in before the 10th of each month. Employees may not accrue more than 240 hours of compensatory time at any point in time. When an employee has reached the applicable limit on accrued unused compensatory time, any further overtime must be paid in cash. Employees will be allowed to use compensatory time within a reasonable period after making a request if such use does not unduly disrupt operations.

17.4 Call-Out: When an employee is called into service after completing a full shift, and prior to his or her next regularly scheduled shift, he or she shall receive a minimum of one (1) hour call-out time to be paid at one and one half (1½) times the regular rate of pay. If the occurrence takes longer than one (1) hour, the employee shall receive compensation for actual hours worked at one and one half (1½) times the regular rate of pay. An employee's "service" shall commence at the time the employee signs in for duty by telephone (communications/corrections personnel) or by radio (personnel who have been issued radios). Service shall terminate upon the employee's sign out by the same method. If an employee is called out on a day that is his/her regularly scheduled day off, that employee will receive a minimum of two (2) hours of pay, at his/her overtime rate.

Court Time: Anytime an employee is required to appear in Court outside of his or her regularly scheduled shift, they shall receive a minimum of one (1) hour pay at the applicable overtime rate if the employee resides in Davenport. If the employee resides outside of Davenport, the minimum shall be two (2) hours pay.

In-service Training and Meetings: Anytime an employee is required to appear for an in-service training or meeting outside of his or her regularly scheduled shift, they shall receive a minimum of two (2) hours pay at the applicable overtime rate if the employee lives in Davenport and three (3) hours minimum if the employee lives outside of Davenport. This shall remain in effect even if the training and/or meeting is cancelled without reasonable notification to the employee. For the purpose of this Agreement, reasonable notification shall be 72 hours with proper notification to all employees.

17.5 Working out of Classification: Whenever an employee is specifically assigned by his or her supervisor, or the Sheriff, to perform a majority of the duties and to accept a majority of the responsibilities of an employee at a higher paid bargaining unit classification, he or she shall be paid at a rate one step higher than his or her current classification while performing such duties and accepting such responsibility.

17.6 Members of the bargaining unit shall be given first consideration by seniority to fill open shifts in the communication/jail division. "Open Shift" shall mean a shift left vacant due to the short-term absence of a bargaining unit employee. The Sheriff's, or his designee's, assignment of an employee to any open shift shall be based on that employee's seniority and qualifications, which shall include but not be limited to the employee's experience, fitness, seniority and ability to perform such duties, or other operational considerations. If no bargaining unit employees are determined to be qualified to fill the shift, reserve officers or qualified part-time personnel may be called to fill the vacant shifts.

17.7 Communication center personnel on duty will be allowed to receive one (1) meal from the jail kitchen during each shift worked. Other members of the department are allowed to purchase meals from the jail kitchen at the actual cost for the preparation of the meal; said amounts shall be identified by the Sheriff.

17.8 A regular hourly rate shall be established for each job classification based on an average number of hours per month of 173.

17.9 Pay period shall be established on a monthly basis to be paid on the last working day of each month, Monday through Friday, but draws are available to employees in the middle of each month.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 The provisions of this Agreement shall be applied equally to all employees in the Lincoln County Sheriff's Department, without discrimination as to age, sex, marital status, race, color, national origin, or political affiliation. The Guild shall share equally with the County the responsibility for applying this provision of the Agreement.

18.2 All reference to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

18.3 The County agrees not to interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraining or coercion by the County or any employer representative against any employee because of Guild membership or because of any employee activity in an official capacity on behalf of the Guild, provided that such activity does not interfere with normal operations of the department.

18.4 The Guild recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Lincoln County Sheriff's Office without discrimination, interference, restraining or coercion.

18.5 The County agrees to allow suitable bulletin boards in a convenient place in the work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards within the Sheriff's Office. It is understood and agreed that no material shall be posted which is obscene, defamatory or which would impair Sheriff's Office operations.

18.6 The County agrees that during working hours, on the Employer's premises or elsewhere, and without loss of pay, Guild officials shall be allowed to:

- (a) Post Guild notices and distribute Guild literature.
- (b) Attend meetings with the approval of the Department head and solicit Guild membership without hindering normal operations.
- (c) Transmit communications authorized by the local Guild or its officers, or other Guild representative, concerning the enforcement of this Agreement.
- (d) Consult with the County, its representative, local Guild officers, or other Guild representatives, concerning the enforcement of this agreement.

ARTICLE XIX - COMPENSATION FOR TRAVEL TIME

19.1 The parties recognize federal and state audit requirements, and hereby agree to comply with the Sheriff's Office accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations and use of the Sheriff's Office credit card.

An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of Lincoln County, as defined under the Fair Labor Standards (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

When travel by employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed by the Board of County Commissioners for County employees. However, at no time shall the amount be less than the County approved mileage rate. Requests for mileage shall be submitted according to the Sheriff's Office policy.

ARTICLE XX - SUPPLEMENTAL AGREEMENTS

20.1 This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this Section.

20.2 The Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party, in writing, of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Guild and County officials.

20.3 Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE XXI - AMMUNITION ALLOWANCE

21.1 Each Corrections Deputy authorized by the Sheriff to carry a duty weapon, shall receive one hundred fifty (150) rounds of ammunition per month for the purpose of individual firearms training. This ammunition shall be supplied by the Lincoln County Sheriff's Office and each officer shall receive the allotted ammunition upon presentation to the Range Master of the prior month's spent brass. The rounds will be utilized at the officer's discretion. However, if used on the Lincoln County Range, the Officer will notify the Sheriff's Office, by radio, prior to practice beginning and immediately upon completion. The Range Master will be selected by the Sheriff.

ARTICLE XXII - PERSONNEL POLICIES AND PROCEDURES

22.1 The employment relationship between the County and bargaining unit employees is governed by Federal and Washington State Laws, Civil Service Rules, this Agreement, Sheriff's operating policies and procedures, and the Lincoln County Personnel Policies and Procedures Manual. Unless covered by state or federal law or civil service rules, this Agreement applies; unless covered by this Agreement, the Sheriff's policies and procedures applies; otherwise the County's Personnel Policies and Procedures Guide applies. In the event there is a conflict between the terms of the Sheriff's or County's Personnel Policies and Procedures Guide and this Agreement, this Agreement applies. By its agreement to this provision, the Guild is not waiving its right to bargain any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE XXIII - SHIFT & WEEKEND DIFFERENTIAL

23.1 The County agrees to pay shift differential for Lincoln County Corrections/Communications Deputies/E-911 Call Takers in the following circumstances:

1. Day Shift (08:00 through 16:00)	No pay increase
2. Swing Shift (16:01 through 00:00)	\$.50 cents an hour
3. Graveyard Shift (00:01 through 07:59)	\$1.00 an hour

The hours indicated above may be changed plus or minus 2 hours.

Shift differential will be paid only upon the employee's actual shift duty performed.

23.2 The County agrees to pay weekend differential for Lincoln County Corrections/Communications Deputies/E-911 Call Takers in the following circumstances:

1. Weekend - Friday (16:00) to Monday (08:00)	\$.25 cents an hour
---	---------------------

Weekend differential will be paid only upon the employee's actual shift duty performed.

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
Non-Commisioned

ARTICLE XXIV - TERM OF AGREEMENT

24.1 Except as otherwise provided, this Agreement shall become effective January 1, 2014 and shall remain in full force and effect until December 31, 2016. Either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to said date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

24.2 It is agreed to by both the Guild and the County that any member of the Guild shall have the option of joining the Fraternal Order of Police (FOP). It is understood that the FOP may assist with advisory information during the term and the negotiating of this contract and may supply advisory staff if requested by the Guild. Any Guild member joining the FOP will have the option of obtaining the Legal Defense Plan through the FOP.

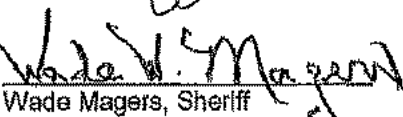
DATED THIS 20th DAY OF December, 2013

FOR THE COUNTY:


Scott M. Hutsell, Chairman

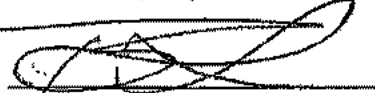

Mark Stedman, Commissioner


Rob Coffman, Commissioner


Wade Magers, Sheriff

FOR THE GUILD:


Brad Sweet, Negotiator


Tom Sherbon, Negotiator

Appendix "A"

2014 WAGE SCALE

Guild commissioned positions - 2% COLA above 2013

	points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Road Sergeant (old scale)	472	4837	5077	5333	5438	5492	5547	5602	5659
Road Sergeant (new 2014)	472	5077	5438	5647	5659				
Road Deputy	308	3803	4023	4248	4470	4693	4811	4932	5055
Road Corporal		4427							

APPOINTED POSITIONS GUILD NON-COMMISSIONED

2% COLA + 3% wage increase above 2013

Administrative Assistant	3479	3683	3890	4093					
Emergency Management	3048	3184	3320	3454					
Radio/Corrections 911 Dispatch	240	3093	3276	3457	3640	3731	3824	3920	4018
Jail Supervisor *		3094	3277	3459	3641	3732	3826	3921	4019
Civil Deputy *	243	4952							
911 Communications Lead *		5282							
Undersheriff *		6273							
Chief Criminal Deputy *		5943							

* Appointed Official - 3.15% increase from 2012

	adjust	To calculate administrative salaries:					Adjusted
	Emerg Mgmt	Per BOCC 12/2013					Base
Sheriff	100%	6603	2014 Sheriff	6503	100	6603	
Undersheriff	95%	6273	2015		200		
Chief Criminal Deputy	90%	5943	2016		300		
911 Communications Lead	80%	5282	2017		400		
Civil Deputy	75%	4952	2018		500		
Jail Supervisor	75%	4952					

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT C

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, WASHINGTON**

**IN THE MATTER OF IMPROVING)
TRANSPARENCY BY NEGOTIATING)
COLLECTIVE BARGAINING CONTRACTS)
IN A MANNER OPEN TO THE PUBLIC)**

RESOLUTION 16-21

WHEREAS, A transparent government is the top priority for Lincoln County; AND

WHEREAS, The Open Public Meetings Act was passed by citizen initiative in 1972, AND

WHEREAS, The legislative declaration of the Open Public Meetings Act (RCW 42.30.010) states in part:

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created. ;AND

WHEREAS, Collective Bargaining Agreements are among the most expensive contracts negotiated by Lincoln County; AND

WHEREAS, Both taxpayers and employees deserve to know how they are being represented during collective bargaining negotiations; AND

WHEREAS, The impression of secret deal-making will be eliminated by making collective bargaining negotiations open to the public, AND

WHEREAS, Public observance of collective bargaining contract negotiations will not preclude bargaining representatives of both sides from meeting separately and privately to discuss negotiating tactics, goals, and methods, AND

WHEREAS, Opening collective bargaining negotiations to the public does not mean that the public will participate in the negotiations; AND

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, WASHINGTON**

**IN THE MATTER OF IMPROVING)
TRANSPARENCY BY NEGOTIATING)
COLLECTIVE BARGAINING CONTRACTS)
IN A MANNER OPEN TO THE PUBLIC)**

RESOLUTION 16-21

WHEREAS, Collective bargaining is defined in statute (RCW 41.56.030) as:

...the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.; AND

WHEREAS, Making collective bargaining contract negotiations transparent does not conflict with and is not preempted by state law; AND

WHEREAS, The Open Public Meetings Act (RCW 42.30.140) permits collective bargaining contract negotiations to be exempted from the open public meetings *requirements*, but this exemption does not *compel* such negotiations to be secret; AND

WHEREAS, The Open Public Meetings Act (RCW 42.30.140) does not prohibit governments from making these negotiations open to the public;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, WASHINGTON**

**IN THE MATTER OF IMPROVING)
TRANSPARENCY BY NEGOTIATING)
COLLECTIVE BARGAINING CONTRACTS)
IN A MANNER OPEN TO THE PUBLIC)**

RESOLUTION 16-21

THEREFORE, BE IT RESOLVED,

From this day forward, Lincoln County shall conduct all collective bargaining contract negotiations in a manner that is open to the public; AND

Lincoln County shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060 - 42.30.080); AND

This resolution does not include meetings related to any activity conducted pursuant to the enforcement of a collective bargaining agreement (CBA) after the CBA is negotiated and executed, including but not limited to grievance proceedings; AND

That Lincoln County send a copy of this resolution to all Department Heads, to all union representatives, and all others deemed appropriate by the Board of Lincoln County Commissioners.

DATED at Davenport, Lincoln County, Washington, this 6th day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
OF LINCOLN COUNTY, WASHINGTON

ATTEST

Chairman – Rob Coffman

Clerk of the Board – Shelly Johnston

Vice Chairman – Scott M. Hutsell

By _____
Deputy Clerk of the Board
Marci Patterson

Member – Mark R. Stedman

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT D



STATE OF WASHINGTON
PUBLIC EMPLOYMENT RELATIONS COMMISSION

MICHAEL P. SELLARS, EXECUTIVE DIRECTOR

112 Henry Street NE, Suite 300 • Post Office Box 40919 • Olympia, Washington 98504-0919
(360) 570-7300 • Fax: (360) 570-7334 • E-mail filings: filing@perc.wa.gov • Website: www.perc.wa.gov

October 28, 2016

VIA EMAIL & US MAIL

Lincoln County Commissioners
Lincoln County
450 Logan Street
Box 28
Davenport, Washington 99122

Jack Holland
Reid, McCarthy, Ballew & Leahy, L.L.P.
100 West Harrison Street, North Tower Suite 300
Seattle, Washington 98119-4143

Re: DEFICIENCY NOTICE
AND ORDER CONSOLIDATING CASES
Lincoln County
Teamsters Local 690
Cases 128467-U-16
(Non-Commissioned Sheriff's Office Bargaining Unit)
128468-U-16
(Commissioned Law Enforcement Bargaining Unit)
Filed September 29, 2016

Dear Commissioners and Mr. Holland:

The complaints charging unfair labor practices filed in these matters have been reviewed using the preliminary review process described in WAC 391-45-110.

Consolidation of Cases

The issues in both cases are sufficiently similar to warrant consolidation under WAC 10-08-085. Because both cases involve the same parties and similar issues, the cases are being consolidated for further proceedings.



Preliminary Review of Allegations

One purpose of the preliminary review is to comply with RCW 34.05.419(2), which requires administrative agencies to “examine the application, notify the applicant of any obvious errors or omissions, [and] request any additional information the agency wishes to obtain and is permitted by law to require”

At this stage of the proceedings, all of the facts alleged in the complaints are assumed to be true and provable. The question at hand is whether the complaints state claims for relief available through unfair labor practice proceedings before the Commission.

ISSUES

The allegations of the complaint in case 128467-U-16 (Non-commissioned bargaining unit) concern:

Employer refusal to bargain in violation of RCW 41.56.140(4) [and if so, derivative interference in violation of RCW 41.56.140(1)] since September 6, 2016, by unilaterally passing a resolution making collective bargaining contract negotiations open to the public, without providing the union with an opportunity for bargaining.

The allegations of the complaint in case 128468-U-16 (Commissioned bargaining unit) concern:

Employer refusal to bargain in violation of RCW 41.56.140(4) [and if so, derivative interference in violation of RCW 41.56.140(1)] since September 6, 2016, by unilaterally passing a resolution making collective bargaining contract negotiations open to the public, without providing the union with an opportunity for bargaining.

It is not possible to conclude that a cause of action for refusal to bargain/unilateral change exists at this time. The complaints lack details needed to determine whether there is a cause of action for a unilateral change/refusal to bargain. The complaints do not explain how bargaining unit employees' wages, hours, or working conditions were changed. In reviewing the complaints it is not apparent that the employer's decision to make contract bargaining sessions open to the public could arguably constitute a mandatory subject of bargaining.

LEGAL STANDARDS

Unilateral Change

As a general rule, an employer has an obligation to refrain from unilaterally changing terms and conditions of employment unless it gives notice to the union; provides an opportunity to bargain before making a final decision; bargains in good faith, upon request; and bargains to agreement or to a good faith impasse concerning any mandatory subject of bargaining. *Port of Anacortes*, Decision 12160-A (PORT, 2015); *Griffin School District*, Decision 10489-A (PECB, 2010), citing *Skagit County*, Decision 8746-A (PECB, 2006).

To state a cause of action for unilateral change, the complainant must allege that the dispute involves a mandatory subject of bargaining and that there was a decision giving rise to the duty to bargain. *Kitsap County*, Decision 8292-B (PECB, 2007). Whether a particular item is a mandatory subject of bargaining is a mixed question of law and fact for the Commission to decide. WAC 391-45-550. To decide, the Commission applies a balancing test on a case-by-case basis. The Commission balances “the relationship the subject bears to the wages, hours, and working conditions” of employees, and “the extent to which the subject lies ‘at the core of entrepreneurial control’ or is a management prerogative.” *International Association of Fire Fighters, Local 1052 v. PERC (City of Richland)*, 113 Wn.2d 197, 203 (1989). The decision focuses on which characteristic predominates. *Id.* A finding that a party has refused to bargain in good faith is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. See *Spokane School District*, Decision 310-B (EDUC, 1978).

ANALYSIS

The complaints allege that on September 6, 2016, the Board of Lincoln County Commissioners passed Resolution 16-22. That resolution stated: “From this day forward, Lincoln County shall conduct all collective bargaining contract negotiations in a manner that is open to the public; and Lincoln County shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.00-42.30.080) . . .

On September 7, 2016, the employer informed the union of the passage and content of Resolution 16-22. The union alleges that prior to passing Resolution 16-22 the employer failed to provide the union with notice and opportunity to bargain with regard to bargaining guidelines and other parameters, including making collective bargaining negotiations open to the public.

It is not apparent that bargaining guidelines and other parameters could arguably constitute a mandatory subject of bargaining. In order to state a cause of action for unilateral change the complainant would need to explain how the employer’s decision to make bargaining open to the public, or other specific actions by the employer, could constitute a change to a mandatory subject of bargaining. At this time, the complaints lack necessary elements to qualify for further case processing before the Commission.

Filing of Amended Complaints

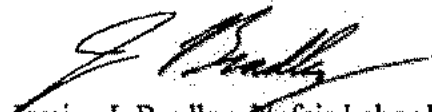
These proceedings will be held open for a limited time to permit the complainant to correct the defects or voluntarily withdraw the complaints. If the complainant would like to continue to pursue these cases the complainant should file and serve amended complaints within 21 days following the date of this letter.

October 28, 2016

Page 4

Any materials filed as an amended complaint will be reviewed under WAC 391-45-110 to determine if they state a cause of action. If the complainant does not file a timely amendments correcting the defects, the complaints will be DISMISSED.

Very truly yours,



Jessica J. Bradley, Unfair Labor Practice Manager
Public Employment Relations Commission
jessica.bradley@perc.wa.gov | (360) 570-7322

JJB:drb

cc: Val Holstrom

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT E

**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 # 128467-U-16

Applicable Rules: Chapters 10-08, 391-08, and 391-45 WAC

PARTIES Include information for all parties involved.**COMPLAINANT** Teamsters Local 690Contact Joe KuhnAddress 1912 North Division #200City, State, ZIP Spokane, WA, 99207Telephone 509-455-9410 Ext. _____Email jkuhn@teamsterslocal690.org**RESPONDENT** Lincoln County CommissionersContact Scott M. HutsellAddress PO Box 28City, State, ZIP Davenport, WA, 99122Telephone 509-725-3031 Ext. _____Email shutsell@co.lincoln.wa.us**EMPLOYER** Lincoln County Sheriff's OfficeContact Wade Magers, SheriffAddress 404 Sinclair St / PO Box 367City, State, ZIP Davenport, WA, 99122Telephone 509-725-3501 Ext. _____Email wmagers@co.lincoln.wa.us**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.

Identify Bargaining Unit Lincoln Co Sheriff's OfficeDepartment or Division Commissioned employees**Collective Bargaining Agreement**

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

AUTHORIZED SIGNATURE FOR COMPLAINANTPrint Name Jack HollandAddress 100 W. Harrison, North Suite 300City, State, ZIP Seattle, WA, 98119Telephone 206-285-3610 Ext. _____Email jack@rmbllaw.comSignature Date 11/18/16

Statement of Facts

1. Teamsters Local 690 (the "Union" or "Local 690") is the sole and exclusive bargaining representative for all Commissioned employees of the Lincoln County Sheriff's Office. There are approximately eleven (11) Commissioned officers employed by the Lincoln County Sheriff's Office ("Employer" or "County").
2. On January 7, 2014, Teamsters Local 690 became the exclusive bargaining representative of the Lincoln County Sheriff's Office, succeeding the Lincoln County Deputies Sheriff's Guild.
3. The County and the Union are parties to a collective bargaining agreement with a term of January 1, 2014 through December 31, 2016.
4. The County's deputies and sergeants that make up the Commissioned employee bargaining unit are "uniformed personnel" under the definition of RCW 41.56.030(13)(a). Further, because Lincoln County has a population of greater than ten thousand, the Commissioned employee bargaining unit is subject to the interest arbitration rules and procedures for uniformed personnel contained in RCW 41.56.430—490.¹
5. On September 6, 2016, the Board of Lincoln County Commissioners passed Resolution 16-22.
6. Resolution 16-22 resolved:

"From this day forward, Lincoln County shall conduct all collective bargaining contract negotiations in a manner that is open to the public; and

Lincoln County shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060 - 42.30.080; and

This resolution does not include meetings related to any activity conducted pursuant to the enforcement of a collective bargaining agreement (CBA) after the CBA is negotiated and executed, including but not limited to grievance proceedings; and

That Lincoln County send a copy of this resolution to all Department Heads, to all union representatives, and all others deemed appropriate by the Board of Lincoln County Commissioners."

¹ Accordingly to the Washington State Office of Financial Management, Lincoln County's population was 10,640 as of April 1, 2016. See Office of Financial Management Press Release, "Washington's population grows at fastest pace since 2007" (June 30, 2016).

7. The provisions of the Open Public Meetings Act (RCW 42.30.060—42.30.080) includes notice requirements for meetings; the ability of a governing body or public agency to adopt ordinances, resolutions, rules, regulations, orders or directives except in a public meeting; a prohibition on secret voting; rules concerning meeting times and locations for meetings for regular and emergency meetings; and rules governing notice and advance distribution of agenda for meetings.
8. On September 7, 2016, Commissioner Scott Hutsell emailed Teamsters 690 Business Agent Joe Kuhn and informed him of the passage of Resolution 16-22.
9. On or about September 12, 2016, the Union requested a meeting with the County to bargain the County's decision to pass Resolution 16-22 and its incorporated provisions governing the arrangements and provisions for future collective bargaining sessions.
10. On September 19, 2016, the County and the Union convened a meeting at the County Commissioners offices in Davenport, WA to bargain the County's passage of Resolution 16-22. Notwithstanding the Union's efforts to engage the County on the implications that Resolution 16-22 would have on preliminary arrangements for bargaining, the County refused to negotiate the topic with the Union.
11. The September 19, 2016 meeting was held in a public setting at the insistence of the County in accordance with the provisions of Resolution 16-22 (to which the Union agreed, without, however, waiving its position that Resolution 16-22 is preempted by Washington State law and was implemented without bargaining with the Union). Present at the meeting were Lincoln County Commissioners Mark Stedman, Scott Hutsell, and Rob Coffman, and Union representatives Joe Kuhn, Lily Wilson-Codega, and Dean Vercruysse. In addition, there were two members of the public in attendance.
12. On October 31, 2016, the County emailed Union Business Agent Joe Kuhn a letter stating the County's desire to maintain the terms and conditions of the existing CBA and inviting the Union to schedule a meeting if the Union desired to modify the existing CBA.
13. On October 31, 2016, Union Business Agent Kuhn replied by email seeking clarification as to whether the County was willing to extend the current CBA's provisions for an additional three years.
14. On November 2, 2016, the County emailed Business Agent Kuhn confirming its desire not to modify the CBA, but identified certain provisions of the contract (i.e., Cost of Living Adjustments) that would need to be renegotiated. Further, the County added, "[t]o be clear, we do not consider this correspondence 'negotiations' or 'collective bargaining.'"

15. Prior to passing Resolution 16-22, the County and the Union did not agree to opening collective bargaining negotiations to the public (or any of the incorporated provisions of RCW 42.30.060—42.30.080). The Union still does not agree to this. Furthermore, the parties are not at impasse.

16. Further, prior to passing Resolution 16-22, an interest arbitrator did not issue an order imposing arrangements and conditions for collective bargaining incorporated within Resolution 16-22.

17. Passage of Resolution 16-22 constitutes a Unilateral Change.

The County's passage of Resolution 16-22 constitutes a unilateral change involving a mandatory subject of bargaining. The County, as party to a CBA with the Union, has an obligation to bargain the arrangements and conditions for negotiations with the Union.

I. Arrangements and Conditions for Negotiations Must Be Bargained.

"Collective bargaining" is defined by RCW 41.56.030(4) to mean "the performance of mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matter, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter."

Contained within the mutual obligation to collectively bargain, the parties must bargain about preliminary arrangements for negotiations in the same manner they must bargain about substantive terms and conditions of employment, including such matters as scheduling the time, place, length, and agenda of meetings.² In General Electric, a case previously cited and relied upon by PERC, the National Labor Relations Board (NLRB) stated that "such preliminary matters are just as much a part of the process of collective bargaining as negotiation over wages, hours, etc."³

The Washington Supreme Court has ruled that decisions construing the National Labor Relations Act (NLRA), while not controlling, are

² Higgins, ed., The Developing Labor Law, 1442 (2nd ed., 2012).

³ General Elec. Co., 173 NLRB 253, 257, 69 LRRM 1305 (1968), *enforced*, 412 F.2d 512, 71 LRRM 2418 (2nd Cir. 1969).

persuasive in interpreting state labor acts which are similar or based upon the NLRA.⁴ "Collective Bargaining" as defined in RCW 41.56.030(4) is similar to Section 8(d) of the NLRA. Accordingly, in Vanguard Fire & Supply Co., the NLRB held that neither party may impose a precondition on its willingness to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment.⁵

While the definition of "collective bargaining" in RCW 41.56.030(4) does not address preliminary arrangements, PERC *has*, nevertheless, addressed the preliminary issue of negotiating the location for collective bargaining sessions in Evergreen General Hospital.⁶ There, PERC relied on two NLRB decisions:

- i. In Wavetronics Industries, the NLRB held that an employer violated Section 8(a)(5) of the LMRA by insisting that negotiations should be moved to a location far from the employer's primary facility in an effort to frustrate collective bargaining.
- ii. Similarly, in Borg Warner Corporation, the Board found the employer to have committed an unfair labor practice where the employer unilaterally set times and locations for bargaining.⁷

Finally, in Columbia College Chicago, the Board committed an unfair labor practice by setting unlawful preconditions to bargaining.⁸ Accordingly, because Resolution 16-22 is in conflict with Washington State law, it would therefore be an unlawful precondition upon which the County may not impose in negotiating preliminary arrangements and conditions for collective bargaining.

II. Balancing Test

As the Board has held, preliminary matters are just as much a part of the process of collective bargaining as negotiation over wages, hours, etc. Accordingly, preliminary arrangements and conditions for bargaining are inextricably linked to wages, hours and working conditions of the bargaining unit employees represented by the Union. Setting the time, place, location and conditions for collective bargaining is a process that is

⁴ Nucleonics All., Local Union No. 1-369, Oil, Chem. & Atomic Workers Int'l Union, AFL-CIO v. Washington Pub. Power Supply Sys. (WPPSS), 101 Wn. 2d 24, 677 P.2d 108 (1984).

⁵ 345 NLRB 1016, 178 LRRM 1446 (2005).

⁶ Decision 1949 (PECB 1984).

⁷ *Id.*

⁸ 363 NLRB No. 154 (2016).

a necessary and inevitable predicate step toward bargaining in good faith the substantive terms and conditions of employment for the employees represented by the Union. Inherently, such preliminary discussions lay the ground work for effective collective bargaining between the parties and on behalf of the bargaining unit members. The relationship between preliminary bargaining arrangements and conditions with the negotiation of wages, hours and working conditions is inseparable.

Preliminary arrangements and conditions for bargaining are neither management prerogative nor at the core of entrepreneurial control. Management prerogative decisions include those which are central to the scope and direction of the workplace. In City of Yakima, PERC held that the number of police officers the public employer assigned to a shift was a fundamental management prerogative.⁹ There, the hearing examiner noted, "[I]n the private sector, strategic product decisions such as what product to manufacture or how many to produce, are not required to be bargained with the employees' collective bargaining representative. Similarly, in the public sector, the public officials are vested with the authority to make basic decisions to allocate resources and to determine the levels of service to be provided to the public."¹⁰

Furthermore, in Article 2 of the Parties' CBA, of the numerous items reserved and identified as Management Rights, there is no language that grants the County the right to determine the arrangements and conditions for negotiations.

Accordingly, arrangements and conditions for collective bargaining (*i.e.*, the requirements mandated under the Open Public Meetings Act which are incorporated into Resolution 16-22) bears an inextricable relationship to the wages, hours and working conditions of the Commissioned employees of the County. RCW 41.56 is absent any provision to suggest that such arrangements and conditions are management prerogative.

18. Without waiving its position that Resolution 16-22 is preempted by Washington State law, the County's passage of Resolution 16-22 constitutes a violation of the interest arbitration rules and procedures for uniformed personnel contained in RCW 41.56.430—490 because the parties neither agreed to the conditions imposed by the passage of Resolution 16-22, nor did an interest arbitrator issue an order imposing the conditions of Resolution 16-22 concerning collective bargaining sessions.¹¹ In addition, Resolution 16-22 constitutes a refusal

⁹ Decision 1130 (PECB, 1981).

¹⁰ *Id.*

¹¹ If PERC were to find that the Commissioned bargaining unit of Lincoln County Sheriff's Office is not eligible for interest arbitration, the County's passage of Resolution 16-22 nevertheless still constitutes violations of RCW 41.56.140 (1) and (4).

to bargain in violation of RCW 41.56.140(1) and (4). Further, because the enforcement of Resolution 16-22 would not apply evenly to all employees of Lincoln County, it would effectively discriminate and/or retaliate against union employees in violation of RCW 41.56.140(1).

Grievance Status

19. A grievance has not been filed.

Remedy Requested

20. The Union seeks a finding that Lincoln County Resolution 16-22 violates Washington State law. Further, because the parties neither agreed to the conditions for collective bargaining meetings contained in Resolution 16-22, nor did an interest arbitrator issue an order imposing the conditions of Resolution 16-22 concerning collective bargaining sessions the Union seeks a finding that the County violated the rules and procedures afforded to uniformed personnel under RCW 41.56.430—490. In addition, the Union seeks a finding that the Employer has engaged in the above-alleged Unfair Labor Practices (as stated in Paragraphs 1—19), specifically, violations of RCW 41.56.140(1) and (4) by interfering with the exercise of collective bargaining rights of Commissioned employees of the Lincoln County Sheriff's Office and for refusing to provide notice and opportunity to bargain with their exclusive bargaining representative concerning arrangements and conditions for collective bargaining;

21. That the Employer be ordered to bargain guidelines such as the parameters associated with collective bargaining negotiations, and to cease and desist from all violations found, including but not limited to interference, restraint, coercion, discrimination and/or retaliation of public employees in the exercise of their collective bargaining rights, and its refusal to bargain with the Commissioned employee's exclusive bargaining representative;

22. That the Employer be ordered to comply with its bargaining obligation under RCW 41.56.430—41.56.490; or, alternatively, RCW 41.56.140(4);

23. That the Employer be ordered to post an appropriate remedial notice to employees and the public. This should include, but is not limited to, the Employer being directed to post a notice of its violations of RCW 41.56.430—490; RCW 41.56.140(1) and (4) in a public location throughout the Employer's facilities and to read this notice at one of its public meetings;

24. That the Employer be ordered to pay attorney fees and costs for the Union; and that such other and further relief be ordered against the Employer as is necessary and appropriate in this instance as a result of the Employer's violations of RCW 41.56.430—490; RCW 41.56.140(1) and (4);

25. Award any and all other relief deemed just and appropriate by PERC.

**AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY

AND

**LINCOLN COUNTY DEPUTIES
SHERIFF'S GUILD
(Commissioned Employees)**

January 1, 2014 through December 31, 2016

Collective Bargaining Agreement
Lincoln County Commissioned Officers

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**AGREEMENT
BY AND BETWEEN
LINCOLN COUNTY AND LINCOLN COUNTY DEPUTIES GUILD
2014 - 2016
PREAMBLE**

This Agreement entered into by Lincoln County, State of Washington, hereinafter referred to as the "County" and the Lincoln County Deputies Guild, hereinafter referred to as the "Guild", has as its purpose the promotion of harmonious relations between the County and the Guild in the public interest.

EMBODIMENT

This Agreement constitutes the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly for the term of this Agreement, waive the right, and each agree that, except as may otherwise be provided in this Agreement, the other shall not be obligated to bargain collectively regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during the term of this Agreement.

ARTICLE I - RECOGNITION

1.1 The County recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all its commissioned police employees, with the exception of the Sheriff, Under-sheriff and any other appointed "unclassified" positions as established and authorized by RCW 41.14.070, within the Office of the Lincoln County Sheriff.

Collective Bargaining Agreement
Lincoln County Commissioned Officers

1.2 An employee who is a member of the Guild upon the date of signing of this agreement and any employee who joins the Guild subsequent to the date of the signing of this agreement shall maintain membership in good standing with the Guild through the payment of periodic dues assessed by the Guild during the term of this agreement.

1.3 The Employer will deduct monthly Guild dues and initiation fees uniformly required of membership from the pay of those employees who provide written authorization to the employer to make such deductions. The employer will transmit the total amount of deductions to the treasurer of the Guild. The transaction of those funds will coincide with the Employer's issuance of Employee paychecks.

1.4 New Employees within sixty (60) calendar days of hire and all other employees within sixty (60) days of execution of this agreement, shall elect whether he or she wishes to either join the Guild and pay Guild dues and fees or decline to join the Guild and pay a service fee as follows: Any present employee who is not a member of the Guild shall be required to pay a fair share (in an amount not to exceed regular Guild dues) of the cost of the collective bargaining unit to defray the costs of services rendered in negotiating and administering this agreement, less any costs attributable to political activities. Payment of a service fee in the amount shall be in lieu of any other obligation under this article.

1.5 In accordance with RCW 41.56, objections to joining the Guild which are based on bona fide religious tenants or teachings of a church or religious body as determined by the Public Employment Relations Commission will be observed. Any such employee shall pay an amount of money equivalent to regular Guild dues to a non-religious charity mutually agreed upon by the employee effected and the Guild. The effected employee shall submit to the treasurer of the Guild written notification indicating the Charity involved and confirming the actual donation.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Guild recognizes the rights of the County, through the Sheriff's Office administration, to operate and manage the department, including but not limited to the rights to establish and require reasonable standards of performance, to maintain order and efficiency; to direct employees; to classify, reclassify and to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services or facilities; to discontinue or merge existing services and/or facilities; to extend, limit, contract for or curtail the whole or any part of the operations as may be permitted by law.

2.2 The Guild recognizes the rights of the County, through the Sheriff's Office Administration to select, hire, classify, assign, promote consistent with the current Civil Service Rules or transfer employees, to discipline, demote, suspend or discharge employees for just cause and, as covered by current or those hereafter adopted Rules and Regulations of Civil Service; to promulgate and enforce reasonable rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively with the County, shall not be exercised so as to violate any of the specific provisions of the Agreement.

2.3 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogative not mentioned.

2.4 Nothing in this article is to be construed as limiting the rights of the Guild to require bargaining pursuant to RCW 41.56.

Collective Bargaining Agreement
Lincoln County Commissioned Officers

ARTICLE III – SENIORITY

3.1 Bargaining unit seniority shall be determined by length of service in classification. Countywide seniority shall be determined by length of service with Lincoln County. Bargaining unit seniority shall be utilized for shift bid and vacation selection.

ARTICLE IV - SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning or interpretation of this Agreement shall be settled, at the employee's election, either in the manner prescribed by the agreed upon grievance procedure set forth in this Agreement or under the procedure contained in the Lincoln County Civil Service Rules.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 A "grievance" is defined as a dispute involving the application of the provisions of this agreement. The parties agree that discipline is a command/management function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations and remedial training shall not be subject to the grievance procedure.

All grievances shall be presented within fourteen (14) days of the alleged occurrence of the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Guild. All references to time in this Article shall be to calendar days.

Informal Resolution. The parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedure.

By mutual agreement, the parties may agree to waive any step in the grievance procedure.

Step 1: If an employee or the Guild believes that the application of the provisions of this agreement have been violated, they shall first discuss this matter with the person who took the action within fourteen (14) days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action. The person who took the action shall provide the employee with a written response within fourteen (14) calendar days of the date upon which the grievance was discussed with the employee. Failure to discuss this matter with the person who took the action within the fourteen (14) calendar days shall be deemed a waiver of the right to proceed further in the grievance procedure. In the event the person who took the action is unavailable, the grievance may be initiated, following the normal chain of command. In the case that the employee holds the rank of sergeant, the parties may mutually agree to omit either Step 1 or Step 2. Consistent with RCW 41.56.080, nothing in this article shall prevent a bargaining unit member from presenting a grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is consistent with RCW 41.56.080, the terms of the collective bargaining agreement and the Guild has been given reasonable opportunity to be present at any initial meeting called for resolution of such grievance.

Step 2: In the event that the Step 1 action does not resolve the issue to the satisfaction of the employee or the Guild, the employee or Guild shall reduce the matter to writing. The employee shall have the right to be assisted by an employee or the Guild shall present the written grievance to the next person in the chain of command within fourteen (14) calendar days of the date the employee received a written response at Step 1 of this procedure. Failure to submit a written grievance within fourteen (14) calendar days of the Step 1 response shall be deemed a waiver of the right to proceed further in the grievance procedure. The next person in the chain of command may meet with the employee and the employee's representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The next person in the chain of command shall reduce his or her decision to writing and shall transmit the decision to the employee with a copy to the Guild representative within fourteen (14) calendar days after meeting with the employee and Guild representative or after receiving the written grievance, whichever is longer.

Step 3: In the event that the next person in the chain of command does not resolve the grievance to the satisfaction of the employee or the Guild at Step 2 of this procedure, the employee or the Guild shall transmit a copy of the original grievance along with a copy of the written response received in Step 2 to the Sheriff within fourteen (14) calendar days of the receipt of the next person in the chain of command's written response. The Sheriff may convene a meeting with the Guild representative in an attempt to resolve the grievance. The Sheriff shall reduce his or her decision to writing within fourteen (14) calendar days.

Step 4: In the event that the Sheriff's decision does not resolve the grievance to the satisfaction of the Guild at Step 3 of this procedure, the matter may be elevated to binding arbitration.

Step 5: (a) Selection of Arbitrator: A neutral arbitrator shall be selected by mutual agreement or through a mutually agreeable process. In the event the parties cannot agree, either party may petition the Public Employment Relations Commission for a panel of arbitrators. The party requesting the panel shall strike the first name and the parties shall thereafter alternately strike names until one name is remaining. That person shall then serve as the arbitrator.

(b) Powers and Duties of the Arbitrator: The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issue(s) not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Guild and the employer.

(c) Costs of Arbitration: The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall signly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record. Fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation and transcript requests.

ARTICLE VI - COUNTY SECURITY

6.1 The Guild and the County agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal work routine.

Collective Bargaining Agreement
Lincoln County Commissioned Officers

ARTICLE VII - HOLIDAYS

7.1 The following holidays shall be recognized by permanent employees on the traditional date of that holiday:

- | | |
|---------------------------------------|----------------------------|
| 1. New Year's Day (January 1) | 8. Veteran's Day (Nov 11) |
| 2. Martin Luther King, Jr.'s Birthday | 9. Thanksgiving Day |
| 3. President's Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Christmas Eve (Dec 24) |
| 5. Independence Day (July 4) | 12. Christmas Day (Dec 25) |
| 6. Floater (Aug 1) | |
| 7. Labor Day (1st Monday Sept) | |

7.2 Any other day may be a legal holiday if proclaimed so by the State Legislature or the Board of Commissioners; or by a state official who has been granted legal authority to decree such a holiday or the Board of County Commissioners of Lincoln County.

7.3 Whenever an employee works the majority of a regular schedule on any of the above mentioned holidays he/she shall be paid for their regular time and one and one half (1 1/2) his/her regular rate of pay. All regular full-time employees will receive one day of holiday leave (8 hours or 10 hours depending on schedule) that he or she shall attempt to schedule during the calendar year in which the holiday leave has accrued. If an employee works over eight hours on a holiday, he or she shall receive holiday credit on a basis of one hour for every hour worked. If a member works a holiday overtime shift on his/her "day off", he or she will receive one and one half (1 1/2) his/her regular rate of pay and shall receive additional holiday credit on a basis of one hour for every hour worked that holiday. An employee may cash out up to 40 hours of holiday pay at any time during the calendar year. Accrued holiday leave must be scheduled and taken by March 31st following the calendar year in which they were accrued. If it is not possible to grant a day off, the employee shall receive his holiday pay, at his or her regular rate of pay, for each holiday accrued and not taken.

ARTICLE VIII - WAGES

8.1 Effective January 1, 2014, through December 31, 2014 all bargaining unit employees will receive a 2.00% (COLA) cost of living increase over the 2013 wage scale.

Both parties agree to a wage opener for the 2015 & 2016 contract years.

8.2 Effective 1/1/2015, all bargaining unit employees will receive 100% of the CPI - Urban Wage Earners and Clerical Workers/US All Items 1982-1984=100/US Cities Average/All Items (June 30 to July 1), with the minimum of 2.0% and a maximum of 4.5%.

8.3 Effective 1/1/2016, all bargaining unit employees will receive 100% of the CPI - Urban Wage Earners and Clerical Workers/US All Items 1982-1984=100/US Cities Average/All Items (June 30 to July 1), with the minimum of 2.0% and a maximum of 4.5%.

8.4 A monthly longevity bonus in the following amount will be paid to an employee, in addition to his present rate of pay, if the employee has:

5 or more years of continuous service	\$125.00/month
10 or more years of continuous service	\$175.00/month

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15 or more years of continuous service	\$225.00/month
20 or more years of continuous service	\$275.00/month
25 or more years of continuous service	\$325.00/month
30 or more years of continuous service	\$375.00/month

8.5 Both parties agree to an \$25.00 increase to the longevity pay in 2015.

8.6 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked "Appendix A" and herein incorporated by reference. During negotiations for the 2014 contract, it was bargained for the duration of the contract and there forward that the Sergeant Wage Scale will cap at four (4) steps and this statement will remain in the agreement simply as historical explanation.

8.7 For the purpose of advancing on the Wage Schedule, employee's anniversary dates will be as the 15th day of the month of hire.

8.8 During negotiations of the working agreement that was signed in 2006 and effective until the end of 2007, the Board of County Commissioners agreed to add 2% (two percent) to the base salary of each commissioned deputy in consideration for the Sheriff's Office policy on residency. That increase remains in the base salary of each commissioned deputy and this statement will remain in the working agreement simply as a historical explanation of the consideration given and received.

8.9 Entry or Lateral hired road deputies are required as a condition of employment to reside on either the east or west side of Lincoln County for a minimum of (3) three years, to commence at the conclusion of their academy and field officer training program. The Sheriff will decide the location (east or west side) that the new hire will live and is the sole discretion of the Sheriff. All road deputies/Sgt's or other command staff who are issued a full commission and utilize a take home car are required to reside in Lincoln County. A Lateral Deputy is considered to have already completed the Basic Washington State Criminal Justice Academy or equivalency. Entry Level is considered to be a deputy who has not completed the Basic Criminal Justice Training Academy. Per the Sheriff's Office Standard Operating Procedures (S.O.P.) requires all deputies to notify the Sheriff of all address and phone number changes. The employee moving from one location to another shall notify the Sheriff within 60 days of their intention to move.

ARTICLE IX - VACATIONS

9.1 All permanent employees in the Sheriff's Department shall be entitled to the following paid vacation benefits:

	<u>Accrual in Days</u>
1. 0 - 5 years	12
2. 6 - 10 years	15
3. 11 - 15 years	18
4. 16 - 20 years	21
5. 21 - 25 years	24
6. 26 - 30 years	27
7. 31 + years	30

9.2 No later than the employee's anniversary date of hire occurring in calendar year 1991, no employee shall accrue vacation days in an amount exceeding to total number of vacation days earned during the previous two anniversary years. Upon termination or retirement, an employee may cash-out accrued vacation up to the maximum allowed in the County "Personnel Policy and Procedures Manual", currently established at 240 hours of accrued vacation.

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ARTICLE X - UNIFORM ALLOWANCE

10.1 The County agrees to provide uniforms of good quality and in good condition, and also will furnish weapons, duty leather and/or any other equipment it deems reasonably necessary for employees to perform the duties of Deputy Sheriff for Lincoln County. If any item is furnished by the County, and except for cases in which an employee's negligence results in loss or damage the County will maintain, repair or replace the item when it becomes, unserviceable, unsafe, non-repairable, or does not appear to be of good quality and appearance to the public. The make, caliber and model of weapon; type, color and style of leather will be at the discretion of the County. A supervisor shall attempt to provide an employee with approval or disapproval within (3) three working days, excluding Saturday or Sunday.

10.2 Uniforms and equipment purchased by the County will remain the property of the County Sheriff's Office.

10.3 The County also agrees to provide dry cleaning service for uniforms not to exceed thirty dollars (\$30.00) per month. The parties hereto recognize that circumstances, occurring during the course of duty, may warrant an expenditure exceeding the \$30.00 per month limitation; any expenditures beyond the monthly maximum shall be subject to the Sheriff's review and sole discretion.

10.4 The County also agrees to provide a boot allowance. This amount shall be paid either as \$150.00 per year or \$300.00 every second year.

ARTICLE XI - LEAVES OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following times are made a part of this Agreement:

11.1 Application for leave: Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for leave being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that such approval of authorization shall reside with the department head. Any request for leave of absence shall be promptly answered. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of shift on which the request was submitted. All requests for leave shall be answered within ten (10) days.

11.2 Military leave: In accordance with the Military Selective Service Act, Deputy Sheriffs shall be granted time off to meet their required military obligation. Employees who are required to attend military meetings shall suffer no loss of pay for a period of time not to exceed fifteen (15) days per year. Employees so required to serve a military obligation must supply their department head with necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacement can be secured. The County will make up the difference between military and County pay, if the County pay is higher.

11.3 Sick leave: (a) Will be accrued on the basis of one (1) workday to be earned for each month of employment. This may be accumulated to a maximum of one hundred twenty (120) working days. Also, if an employee quits or is separated from the County, after five (5) years of employment, the County will pay one half (1/2) of the accumulated sick leave, up to a maximum as established by

County policy (currently 480 hours). Sick leave shall not apply to temporary or seasonal employees and regular part time employees shall earn one (1) day of sick leave for each 173 hours worked and shall be paid sick leave in proportion to the number of hours at least one half (1/2) of the month that it is worked. The County may require doctor's verification on any sick leave. If an employee calls in sick prior to his or her shift, sick leave must be used first if the employee has sick leave available.

(b) Shall include necessary time off to care for minor child of the employee with a health condition requiring treatment or supervision or illness or injury in the immediate family requiring the attendance of the employee.

11.4 Family Leave: will be granted in accordance with the mandatory features of the Washington State Family Leave Act and the mandatory features of the Federal Family Leave Act.

11.5 Sick Leave Cash Out: A sign-up period for sick leave cash out shall be held March 1st through March 31st, for inclusion in April payroll, each year, so that employees may convert annual sick leave with the following restrictions:

- (1) If an employee has accrued 150 hours or more, he/she may convert up to 40 hours.
- (2) If an employee has accrued 350 hours or more, he/she may convert up to 60 hours.
- (3) If an employee has accrued 500 hours or more, he/she may convert up to 80 hours.

11.6 Bereavment Leave: In case of a death of an "immediate" family member, (spouse, child, stepchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchild, aunt, uncle, stepmother, stepfather) the employee will be granted three (3) days of bereavment leave that will not be charged against either his/her annual or sick leave. Additional leave may be granted pursuant to County personnel policies.

ARTICLE XII - DEFERRED COMPENSATION

Twice a year, in March and August, and in accordance with RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. An income deferred under such a plan shall continue to be included as regular compensation, for the purposes of computing state or local retirement and pension benefits earned by any employee.

ARTICLE XIII - JURY DUTY

County employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during the working hours will suffer no loss of pay. Employees shall be paid their regular pay for jury duty, provided, pay received for jury duty shall be returned to the County. Employees called during the working day or excused during the day, shall report immediately by phone or in person to their supervisor for instructions as to whether to report for work during the remainder of the workday. Jury duty consideration does not apply to hourly or part-time personnel.

ARTICLE XIV – INSURANCE

14.1 The County agrees to continue the liability and false arrest insurance program that is currently in effect. The minimum coverage the County agrees to pay is as follows: \$250,000.00 per person and/or \$500,000.00 per occurrence.

14.2 The County will provide medical insurance to all employees at a uniform level. Effective January 1, 2014 the county agrees to pay a maximum of \$600.00 monthly towards the employee's County medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution (\$600.00) will be the sole responsibility of and at the expense of the employee.

Employees may decide not to take the county provided insurance on the condition that they provide proof of alternate insurance that complies with the minimum requirements for coverage as outlined in the County Policy and Procedures Manual. If an employee elects not to sign up for County approved medical insurance, \$600.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employee's name. Employees enrolled in a qualified group medical plan outside the county offered medical plan will be enrolled in a Standard HRA VEBA plan. Employees that enroll in an individual qualified medical plan will be enrolled in a Post Separation HRA VEBA plan. It is understood that the guild agreed to the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units or other groups of employees.

Both parties agree that the County will provide a benefit with a value of \$48.00 to each full time employee to enroll in the NW MedStar Membership Program for the 2014 calendar year.

Both parties agree to a medical opener for the contract years 2015 & 2016.

14.3 Any greater cost difference in the health program premiums and the above described amounts of coverage for LEOFF employees, spouses, and dependents will be the responsibility of and at the cost of the employee.

ARTICLE XV - SAVINGS CLAUSE

If any Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE XVI - PERSONAL PROPERTY

The County agrees to repair or replace items of personal property up to an amount of five hundred dollars (\$500) including, but not limited to, eye glasses, watches, uniforms and personal clothing, if the loss or damage occurs while the officer is in a service status, provided the loss is not due to the officer's personal negligence. Anything above the five hundred dollar (\$500) amount will require further review and approval by the administration.

ARTICLE XVII - WORK PERIOD AND OVERTIME

17.1 The normal work week shall be no more than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, followed by two (2) or three (3) consecutive days off, unless mutually agreed upon by the Sheriff and the Guild. The normal work week shall be comprised of five

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(5) normal workdays as defined above within the period of one calendar week. Employees will be allowed sufficient time for lunch, normally one half (1/2) hour, but it is understood that they remain on duty status during that time. Employees going off shift will remain on duty only long enough to adequately inform their replacements of operational conditions and status.

17.2 Compensatory time shall be earned or overtime will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate for all hours worked over the normal duty day. All overtime must be pre-authorized by a supervisor. Only under emergency conditions and the lack of availability of a supervisor may dispatch authorize the performance of work that would qualify for overtime, compensatory time or call out.

17.3 Compensatory time or overtime hours will be selected, computed and turned in before the 10th of each month. Employees hired prior to January 1, 2014 may not accrue more than 360 hours of compensatory time at any point in time and any employee hired January 1, 2014 or thereafter may not accrue more than 80 hours of compensatory time at any point in time, when an employee has reached the applicable limit on accrued unused compensatory time, any further overtime must be paid in cash. Employees will be allowed to use compensatory time within a reasonable period after making a request if such use does not unduly disrupt operations.

17.4 CALL-OUT: When an employee is called into service after completing an eight (8) hour shift, and prior to his or her next regularly scheduled shift, he or she shall receive a minimum of two (2) hour call out time to be paid at one and one half (1 1/2) times the regular rate of pay. If the occurrence takes longer than two (2) hours the employee shall receive the higher compensation. An employee's "service" shall commence at the time the employee agrees to respond for service by telephone or by radio. Service shall terminate upon the employee's sign out by the same method. If an employee is called out on a day that is his/her regularly scheduled day off, that employee will receive a minimum of four (4) hours of pay, at his/her overtime rate. With a 72 hour notice, a shift may be changed/alterd to accomdate training, meetings etc. without accruing overtime.

Call out for Court/Training: Anytime an employee is required to appear in Court outside of his or her regularly scheduled shift, he/she shall receive a minimum of two (2) hours pay at the appropriate overtime rate if the employee resides in Davenport. If the employee resides outside of Davenport, the minimum shall be three (3) hours pay. A situation involving deputies being called back to a work function or required training/detail shall fall under this section. For the purpose of this Agreement, reasonable notification for training shall be 72 hours with proper notification to all employees.

17.5 Working out of Classification: Whenever an employee is specifically assigned by his or her supervisor, or the Sheriff, to perform a majority of the duties and to accept a majority of the responsibilities, of an employee at a higher paid bargaining unit classification, he or she shall be paid at a rate one step higher than his or her current classification while performing such duties and accepting such responsibility.

17.6 Members of the bargaining unit shall be given first consideration by seniority to fill open shifts in the patrol/investigation division. "Open Shift" shall mean a shift left vacant due to the short term absence of a bargaining unit employee. The Sheriff's or his designee's assignment of an employee to any open shift shall be based on that employee's seniority and ability to perform such duties. If no bargaining unit employees are determined to be qualified to fill the shift, reserve officers or qualified part-time personnel may be called to fill the vacant shifts.

17.7 Members of the department are allowed to purchase meals from the jail kitchen at the actual cost for the preparation of the meal; said amounts shall be identified by the Sheriff.

17.8 A regular hourly rate shall be established for each job classification based on an average number of hours per month of 173.

17.9 Pay period shall be established on a monthly basis to be paid on the last working day of each month, Monday through Friday, but draws are available to employees in the middle of each month.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 The provisions of this Agreement shall be applied equally to all employees in the Lincoln County Sheriff's Department, without discrimination as to age, sex, marital status, race, color, national origin, or political affiliation. The Guild shall share equally with the County the responsibility for applying this provision of the Agreement.

18.2 All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees

18.3 The County agrees not to interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraining or coercion by the County or any employer representative against any employee because of Guild membership or because of any employee activity in an official capacity on behalf of the Guild, provided that such activity does not interfere with normal operations of the department.

18.4 The Guild recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Lincoln County Sheriff's Office without discrimination, interference, restraining or coercion.

18.5 The County agrees to allow suitable bulletin boards in a convenient place in the work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards within the Sheriff's Office. It is understood and agreed that no material shall be posted which is obscene, defamatory or which would impair Sheriff's Office operations.

18.6 The County agrees that during working hours, on the Employer's premises or elsewhere, and without loss of pay, Guild officials shall be allowed to:

- (a) Post Guild notices and distribute Guild literature.
- (b) Attend meeting with the approval of supervisor and solicit Guild membership without hindering normal operations.
- (c) Transmit communications, authorized by the local Guild or its officers, or other Guild representative, concerning the enforcement of this Agreement.
- (d) Consult with the County, its representative, local Guild officers, or other Guild representatives, concerning the enforcement of this agreement.

ARTICLE XIX - COMPENSATION FOR TRAVEL TIME

19.1 The parties recognize federal and state audit requirements, and hereby agree to comply with the Sheriff's Office accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations and use of the Sheriff's Office credit card.

An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of Lincoln County, as defined under the Fair

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Lincoln County Commissioned Officers

Labor Standards (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

When travel by employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed by the Board of County Commissioners for County employees. However, at no time shall the amount be less than the County approved mileage rate. Requests for mileage shall be submitted according to the Sheriff's Office policy.

ARTICLE XX - SUPPLEMENTAL AGREEMENTS

20.1 This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this Section.

20.2 The Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party, in writing, of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Guild and County officials.

20.3 Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE XXI - AMMUNITION ALLOWANCE

21.1 Each commissioned officer authorized by the Sheriff to carry a duty weapon, shall receive one hundred fifty (150) rounds of ammunition per month for the purpose of individual firearms training. This ammunition shall be supplied by the Lincoln County Sheriff's Office and each officer shall receive the allotted ammunition upon presentation to the Range Master of the prior month's spent brass. The rounds will be utilized at the officer's discretion. However, if used on the Lincoln County Range, the Officer will notify the Sheriff's Office, by radio, prior to practice beginning and immediately upon completion. The range master will be selected by the Sheriff.

ARTICLE XXII - PERSONNEL POLICIES AND PROCEDURES

22.1 The employment relationship between the County and bargaining unit employees is governed by Federal and Washington State Laws, Civil Service Rules, this Agreement, Sheriff's operating policies and procedures, and the Lincoln County Personnel Policies and Procedures Manual. Unless covered by state or federal law or civil service rules, this Agreement applies; unless covered by this Agreement, the Sheriff's policies and procedures applies; otherwise the County's Personnel Policies and Procedures Guide applies. In the event there is a conflict between the terms of the Sheriff's or County's Personnel Policies and Procedures Guide and this Agreement, this Agreement applies. By its agreement to this provision, the Guild is not waiving its right to require bargaining on any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE XXIII - SHIFT DIFFERENTIAL

23.1 The County agrees to pay shift differential for Lincoln County Deputies in the following circumstances:

- | | |
|---|-----------------|
| 1. Day Shift (8:00AM thru 4:00PM) | No pay increase |
| 2. Swing Shift (4:01PM through midnight) | \$0.75 an hour |
| 3. Graveyard Shift (12:01AM through 7:59AM) | \$1.25 an hour |

The hours set out above may be changed plus or minus 2 hours.

23.2 The County agrees to pay weekend differential for Lincoln County Deputies in the following circumstances:

1. Weekend – Friday (16:00) to Monday (08:00) \$.25 cents an hour

23.3 Both parties agree to an \$0.25 increase to the Swing, Graveyard and Weekend pay in 2015.

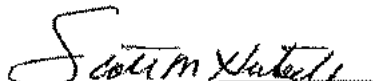

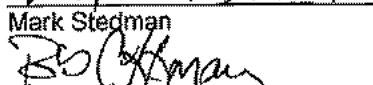
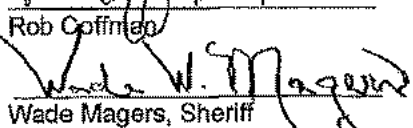
ARTICLE XXIV - TERM OF AGREEMENT

24.1 Except as otherwise provided, this Agreement shall become effective January 1, 2014 and shall remain in full force and effect until December 31, 2016. Either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to said date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the paragraph below.

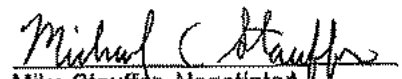
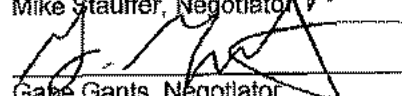
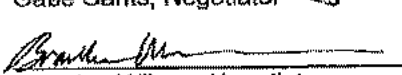
24.2 It is agreed to by both the Guild and the County that any member of the Guild shall have the option of joining the Fraternal Order of Police (FOP). It is understood that the FOP may assist with advisory information during the term and the negotiating of this contract and may supply advisory staff if requested by the Guild. Any Guild member joining the FOP will have the option of obtaining the Legal Defense Plan through the FOP.

DATED THIS 20th DAY OF December, 2013.

FOR THE COUNTY:


Scott M. Hutsell, Chairman

Mark Stedman

Rob Coffman

Wade Magers, Sheriff

FOR THE GUILD:


Mike Stauffer, Negotiator

Gabe Gants, Negotiator

Brandon Wilson, Negotiator

Collective Bargaining Agreement
Lincoln County Commissioned Officers

2014 WAGE SCALE

Guild commissioned positions - 2% COLA above 2013

	points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Road Sergeant (old scale)	472	4837	5077	5333	5438	5492	5547	5602	5659
Road Sergeant (new 2014)	472	5077	5438	5547	5659				
Road Deputy	308	3803	4023	4248	4470	4693	4811	4932	5055
Road Corporal		4427							

APPOINTED POSITIONS GUILD NON-COMMISSIONED

2% COLA + 3% wage increase above 2013

Administrative Assistant	3479	3683	3890	4093					
Emergency Management	3048	3184	3320	3454					
Radio/Corrections 911 Dispatch	240	3093 3094	3276 3277	3457 3459	3640 3641	3731 3732	3824 3826	3920 3921	4018 4019
Jail Supervisor *		4952							
Civil Deputy *	243	4952							
911 Communications Lead *		5282							
Undersheriff *		6273							
Chief Criminal Deputy *		5943							

* Appointed Official - 3.15% increase from 2012

	adjust	Emerg Mgmt	To calculate administrative salaries:					Adjusted
			Per BOCC 12/2013	Base	Base	Base	Base	
Sheriff	6603	100%	2014 Sheriff	6503	100	6603	100	6603
Undersheriff	6273	95%	2015		200		200	
Chief Criminal Deputy	5943	90%	2016		300		300	
911 Communications Lead	5282	80%	2017		400		400	
Civil Deputy	4952	75%	2018		500		500	
Jail Supervisor	4952	75%						

CERTIFICATE OF SERVICE

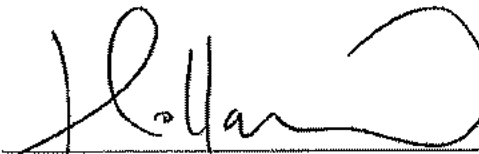
The undersigned hereby certifies that on the 18th day of November, 2016, he caused the original of an **Unfair Labor Practice Complaint, Statement of Facts, Collective Bargaining Agreement and Certificate of Service** to be filed by e-mail to:

Michael P. Sellars, Executive Director
Public Employment Relations Commission
Post Office Box 40919
Olympia, WA 98504-0919
Email: filing@perc.wa.gov

with a true and correct copy to be served electronically to:

Scott M. Hutsell
Lincoln County Commissioners
P.O. Box 28
Davenport, WA 99122
Email: shutsell@co.lincoln.wa.us

Wade Magers, Sheriff
Lincoln County Sheriff's Office
404 Sinclair St.
P.O. Box 367
Davenport, WA 99122
Email: wmagers@co.lincoln.wa.us



Jack Holland, WSBA #46717
Lawyer for Teamsters 690

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT F

**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.govWeb: www.perc.wa.gov**UNFAIR LABOR PRACTICE COMPLAINT**☒ Amended Complaint in Case # 128467-U-16

Applicable Rules: Chapters 10-08, 391-08, and 391-45 WAC

PARTIES Include information for all parties involved.**COMPLAINANT** Teamsters Local 690Contact Joe KuhnAddress 1912 North Division #200City, State, ZIP Spokane, WA, 99207Telephone 509-455-9410 Ext. _____Email jkuhn@teamsterslocal690.org**RESPONDENT** Lincoln County CommissionersContact Scott M. HutsellAddress PO Box 28City, State, ZIP Davenport, WA, 99122Telephone 509-725-3031 Ext. _____Email shutsell@co.lincoln.wa.us**EMPLOYER** Lincoln County Sheriff's OfficeContact Wade Magers, SheriffAddress 404 Sinclair St / PO Box 367City, State, ZIP Davenport, WA, 99122Telephone 509-725-3501 Ext. _____Email wmagers@co.lincoln.wa.us**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.

Identify Bargaining Unit Lincoln Co Sheriff's OfficeDepartment or Division NON-COMMISSIONED

Collective Bargaining Agreement

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

AUTHORIZED SIGNATURE FOR COMPLAINANTPrint Name Jack HollandTelephone 206-285-3610 Ext. _____Address 100 W. Harrison, North Suite 300Email jack@rmbllaw.comCity, State, ZIP Seattle, WA, 98119Signature [Signature] Date 11/18/16

Form U-1 (3/2013)

RESUBMITTED 12/8/16

Statement of Facts

1. Teamsters Local 690 (the "Union" or "Local 690") is the sole and exclusive bargaining representative for all Non-commissioned employees of the Lincoln County Sheriff's Office ("County" or "Employer"). There are approximately seven (7) Non-commissioned employees.

2. On January 7, 2014, Teamsters Local 690 became the exclusive bargaining representative of the Lincoln County Sheriff's Office, succeeding the Lincoln County Deputies Sheriff's Guild.

3. The County and the Union are parties to a collective bargaining agreement with a term of January 1, 2014 through December 31, 2016.

4. On September 6, 2016, the Board of Lincoln County Commissioners passed Resolution 16-22.

5. Resolution 16-22 resolved:

"From this day forward, Lincoln County shall conduct all collective bargaining contract negotiations in a manner that is open to the public; and

Lincoln County shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060 – 42.30.080; and

This resolution does not include meetings related to any activity conducted pursuant to the enforcement of a collective bargaining agreement (CBA) after the CBA is negotiated and executed, including but not limited to grievance proceedings; and

That Lincoln County send a copy of this resolution to all Department Heads, to all union representatives, and all others deemed appropriate by the Board of Lincoln County Commissioners."

6. The provisions of the Open Public Meetings Act (RCW 42.30.060—42.30.080) includes notice requirements for meetings; the ability of a governing body or public agency to adopt ordinances, resolutions, rules, regulations, orders or directives except in a public meeting; a prohibition on secret voting; rules concerning meeting times and locations for meetings for regular and emergency meetings; and rules governing notice and advance distribution of agenda for meetings.

7. On September 7, 2016, Commissioner Scott Hutsell emailed Teamsters 690 Business Agent Joe Kuhn and informed him of the passage of Resolution 16-22.

8. On or about September 12, 2016, the Union requested a meeting with the County to bargain the County's decision to pass Resolution 16-22 and its incorporated provisions governing the arrangements and provisions for future collective bargaining sessions.

9. On September 19, 2016, the County and the Union convened a meeting at the County Commissioners offices in Davenport, WA to bargain the County's passage of Resolution 16-22. Notwithstanding the Union's efforts to engage the County on the implications that Resolution 16-22 would have on preliminary arrangements for bargaining, the County refused to negotiate the topic with the Union.

10. The September 19, 2016 meeting was held in a public setting at the insistence of the County in accordance with the provisions of Resolution 16-22 (to which the Union agreed, without, however, waiving its position that Resolution 16-22 is preempted by Washington State law and was implemented without bargaining with the Union). Present at the meeting were Lincoln County Commissioners Mark Stedman, Scott Hutsell, and Rob Coffman, and Union representatives Joe Kuhn, Lily Wilson-Codega, and Dean Vercruysse. In addition, there were two members of the public in attendance.

11. On October 31, 2016, the County emailed Union Business Agent Joe Kuhn a letter stating the County's desire to maintain the terms and conditions of the existing CBA and inviting the Union to schedule a meeting if the Union desired to modify the existing CBA.

12. On October 31, 2016, Union Business Agent Kuhn replied by email seeking clarification as to whether the County was willing to extend the current CBA's provisions for an additional three years.

13. On November 2, 2016, the County emailed Business Agent Kuhn confirming its desire not to modify the CBA, but identified certain provisions of the contract (i.e., Cost of Living Adjustments) that would need to be renegotiated. Further, the County added, "[t]o be clear, we do not consider this correspondence 'negotiations' or 'collective bargaining.'"

14. Prior to passing Resolution 16-22, the County and the Union did not agree to opening collective bargaining negotiations to the public (or any of the incorporated provisions of RCW 42.30.060—42.30.080). The Union still does not agree to this.

15. Passage of Resolution 16-22 constitutes a Unilateral Change.

The County's passage of Resolution 16-22 constitutes a unilateral change involving a mandatory subject of bargaining. The County, as party to a CBA with the Union, has an obligation to bargain the arrangements and conditions for negotiations with the Union.

I. Arrangements and Conditions for Negotiations Must Be Bargained.

"Collective bargaining" is defined by RCW 41.56.030(4) to mean "the performance of mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matter, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter."

Contained within the mutual obligation to collectively bargain, the parties must bargain about preliminary arrangements for negotiations in the same manner they must bargain about substantive terms and conditions of employment, including such matters as scheduling the time, place, length, and agenda of meetings.¹ In General Electric, a case previously cited and relied upon by PERC, the National Labor Relations Board (NLRB) stated that "such preliminary matters are just as much a part of the process of collective bargaining as negotiation over wages, hours, etc."²

The Washington Supreme Court has ruled that decisions construing the National Labor Relations Act (NLRA), while not controlling, are persuasive in interpreting state labor acts which are similar or based upon the NLRA.³ "Collective Bargaining" as defined in RCW 41.56.030(4) is similar to Section 8(d) of the NLRA. Accordingly, in Vanguard Fire & Supply Co., the NLRB held that neither party may impose a precondition on its willingness to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment.⁴

While the definition of "collective bargaining" in RCW 41.56.030(4) does not address preliminary arrangements, PERC *has*, nevertheless, addressed the preliminary issue of negotiating the location for collective bargaining sessions in Evergreen General Hospital.⁵ There, PERC relied on two NLRB decisions:

¹ Higgins, ed., The Developing Labor Law, 1442 (2nd ed., 2012).

² General Elec. Co., 173 NLRB 253, 257, 69 LRRM 1305 (1968), *enforced*, 412 F.2d 512, 71 LRRM 2418 (2nd Cir. 1969).

³ Nucleonics All., Local Union No. 1-369, Oil, Chem. & Atomic Workers Int'l Union, AFL-CIO v. Washington Pub. Power Supply Sys. (WPPSS), 101 Wn. 2d 24, 677 P.2d 108 (1984).

⁴ 345 NLRB 1016, 178 LRRM 1446 (2005).

⁵ Decision 1949 (PECB 1984)

- i. In Wavetronics Industries, the NLRB held that an employer violated Section 8(a)(5) of the LMRA by insisting that negotiations should be moved to a location far from the employer's primary facility in an effort to frustrate collective bargaining.
- ii. Similarly, in Borg Warner Corporation, the Board found the employer to have committed an unfair labor practice where the employer unilaterally set times and locations for bargaining.⁶

Finally, in Columbia College Chicago, the Board committed an unfair labor practice by setting unlawful preconditions to bargaining.⁷ Accordingly, because Resolution 16-22 is in conflict with Washington State law, it would therefore be an unlawful precondition upon which the County may not impose in negotiating preliminary arrangements and conditions for collective bargaining.

II. Balancing Test

As the Board has held, preliminary matters are just as much a part of the process of collective bargaining as negotiation over wages, hours, etc. Accordingly, preliminary arrangements and conditions for bargaining are inextricably linked to wages, hours and working conditions of the bargaining unit employees represented by the Union. Setting the time, place, location and conditions for collective bargaining is a process that is a necessary and inevitable predicate step toward bargaining in good faith the substantive terms and conditions of employment for the employees represented by the Union. Inherently, such preliminary discussions lay the ground work for effective collective bargaining between the parties and on behalf of the bargaining unit members. The relationship between preliminary bargaining arrangements and conditions with the negotiation of wages, hours and working conditions is inseparable.

Preliminary arrangements and conditions for bargaining are neither management prerogative nor at the core of entrepreneurial control. Management prerogative decisions include those which are central to the scope and direction of the workplace. In City of Yakima, PERC held that the number of police officers the public employer assigned to a shift was a fundamental management prerogative.⁸ There, the hearing examiner noted, "[I]n the private sector, strategic product decisions such as what product to manufacture or how many to produce, are not required to be

⁶ Id.

⁷ 363 NLRB No. 154 (2016).

⁸ Decision 1130 (PECB, 1981).

bargained with the employees' collective bargaining representative. Similarly, in the public sector, the public officials are vested with the authority to make basic decisions to allocate resources and to determine the levels of service to be provided to the public."⁹

Furthermore, in Article 2 of the Parties' CBA, of the numerous items reserved and identified as Management Rights, there is no language that grants the County the right to determine the arrangements and conditions for negotiations.

Accordingly, arrangements and conditions for collective bargaining (*i.e.*, the requirements mandated under the Open Public Meetings Act which are incorporated into Resolution 16-22) bears a inextricable relationship to the wages, hours and working conditions of the Commissioned employees of the County. RCW 41.56 is absent any provision to suggest that such arrangements and conditions are management prerogative.

16. Without waiving its position that Resolution 16-22 is preempted by Washington State law, the County's passage of Resolution 16-22 constitutes a refusal to bargain in violation of RCW 41.56.140(1) and (4). Further, because the enforcement of Resolution 16-22 would not apply evenly to all employees of Lincoln County, it would effectively discriminate and/or retaliate against union employees in violation of RCW 41.56.140(1).

Grievance Status

17. A grievance has not been filed.

Remedy Requested

18. The Union seeks a finding that Lincoln County Resolution 16-22 violates Washington State law. Further, the Union seeks a finding that the Employer has engaged in the above-alleged Unfair Labor Practices (as stated in Paragraphs 1—16), specifically, violations of RCW 41.56.140(1) and (4) by interfering with the exercise of collective bargaining rights of Non-commissioned employees of the Lincoln County Sheriff's Office and for refusing to provide notice and opportunity to bargain with their exclusive bargaining representative concerning arrangements and conditions for collective bargaining;

19. That the Employer be ordered to bargain guidelines such as the parameters associated with collective bargaining negotiations, and to cease and desist from all violations found, including but not limited to interference, restraint, coercion, discrimination and/or retaliation of public employees in the exercise of their

⁹ Id.

collective bargaining rights, and its refusal to bargain with the Non-commissioned employee's exclusive bargaining representative;

20. That the Employer be ordered to comply with its bargaining obligation under RCW 41.56.430—41.56.490; or, alternatively, RCW 41.56.140(4);

21. That the Employer be ordered to post an appropriate remedial notice to employees and the public. This should include, but is not limited to, the Employer being directed to post a notice of its violations of RCW 41.56.430—490; RCW 41.56.140(1) and (4) in a public location throughout the Employer's facilities and to read this notice at one of its public meetings;

22. That the Employer be ordered to pay attorney fees and costs for the Union; and that such other and further relief be ordered against the Employer as is necessary and appropriate in this instance as a result of the Employer's violations of RCW 41.56.430—490; RCW 41.56.140(1) and (4);

23. Award any and all other relief deemed just and appropriate by PERC.

**AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY

AND

**LINCOLN COUNTY DEPUTIES
SHERIFF'S GUILD
(Non-Commissioned Employees)**

January 1, 2014 through December 31, 2016

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
Non-Commissioned

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PREAMBLE

This Agreement entered into by Lincoln County, State of Washington, hereinafter referred to as the "County" and the Lincoln County Deputies Sheriff's Guild, hereinafter referred to as the "Guild", has as its purpose the promotion of harmonious relations between the County and the Guild in the public interest.

EMBODIMENT

This Agreement constitutes the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions.

The Parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly for the term of this agreement waive the right and each agree that except as may otherwise be provided in this agreement the other shall not be obligated to bargain collectively regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time during the term of this Agreement.

ARTICLE I - RECOGNITION

1.1 The County recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all its non-commissioned employees including Corrections/Communications Deputies, E-911 Call Takers and the Administrative Assistant with the exception of the Sheriff, Under-Sheriff and any other appointed "unclassified" positions as established and authorized by RCW 41.14.070, within the Office of the Lincoln County Sheriff.

1.2 An employee who is a member of the Guild upon the date of signing of this agreement and any employee who joins the Guild subsequent to the date of the signing of this agreement shall maintain membership in good standing with the Guild through the payment of periodic dues assessed by the Guild during the term of this agreement. The Employer will deduct monthly Guild dues and initiation fees uniformly required of membership from the pay of those employees who provide written authorization to the employer to make such deductions. The employer will transmit the total amount of deductions to the Treasurer of the Guild. The transaction of those funds will coincide with the Employer's issuance of Employee paychecks.

1.3 New Employees within sixty (60) calendar days of hire and all other employees within sixty (60) days of the execution of this Agreement shall elect whether he or she wishes to either join the Guild and pay Guild dues and fees or decline to join the Guild and pay a service fee as follows: Any present employee who is not a member of the Guild shall be required to pay a fair share (in an amount not to exceed regular Guild dues) of the cost of the collective bargaining unit to defray the costs of services rendered in negotiating and administering this agreement, less any costs attributable to political activities. Payment of a service fee in the amount shall be in lieu of any other obligation under this article.

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
Non-Commissioned

1.4 In accordance with RCW 41.56, objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body as determined by the Public Employment Relations Commission will be observed. Any such employee shall pay an amount of money equivalent to regular Guild dues to a non-religious charity mutually agreed upon by the employee affected and the Guild. The affected employee shall submit to the Treasurer of the Guild written notification indicating the Charity involved and confirming the actual donation.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Guild recognizes the rights of the County, through the Sheriff's Office administration, to operate and manage the department, including but not limited to the rights to establish and require reasonable standards of performance, to maintain order and efficiency; to direct employees; to classify, reclassify and to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services or facilities; to discontinue or merge existing services and/or facilities; to extend, limit, contract for or curtail the whole or any part of the operations as may be permitted by law.

2.2 The Guild recognizes the rights of the County, through the Sheriff's Office Administration to select, hire, classify, assign, promote (consistent with the current Civil Service Rules) or transfer employees; to discipline, demote, suspend or discharge employees for just cause and as covered by current or those hereafter adopted Rules and Regulations of Civil Service; to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively with the County, shall not be exercised so as to violate any of the specific provisions of the Agreement.

2.3 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogative not mentioned.

2.4 Nothing in this article is to be construed as limiting the rights of the Guild to require bargaining pursuant to RCW 41.56.

ARTICLE III - SENIORITY

3.1 Bargaining unit seniority shall be determined by length of service in classification. Countywide seniority shall be determined by length of service with Lincoln County. Bargaining unit seniority shall be utilized for shift bid and vacation selection.

ARTICLE IV - SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning or interpretation of this Agreement shall be settled, at the employee's election, either in the manner prescribed by the agreed upon grievance procedure set forth in this Agreement, or under the procedure contained in the Lincoln County Civil Service Rules.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 A "grievance" is defined as a dispute involving the application of the provisions of this agreement. The parties agree that discipline is a command/management function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations and remedial training shall not be subject to the grievance procedure.

Step 1: If an employee or the Guild believes that the terms and conditions of this agreement have been violated, they shall first discuss this matter with the person who took the action giving rise to the belief with his/her immediate supervisor within fourteen (14) days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action. The person who took the action shall provide the employee with a written response within fourteen (14) calendar days of the date upon which the grievance was discussed with the employee. Failure to discuss this matter with the employee's immediate supervisor within the fourteen (14) calendar days shall be deemed a waiver of the right to proceed further in the grievance procedure. In the event the immediate supervisor is unavailable, the grievance may be initiated with any supervisor, following the normal chain of command. In the case that the employee holds the rank of sergeant, the parties may mutually agree to omit either Step 1 or Step 2. Consistent with RCW 41.56.080, nothing in this article shall prevent a bargaining unit member from presenting a grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is consistent with RCW 41.56.080, the terms of the collective bargaining agreement and the Guild has been given reasonable opportunity to be present at any initial meeting called for resolution of such grievance.

Step 2: In the event that the Step 1 action does not resolve the issue to the satisfaction of the employee or the Guild, the employee or Guild shall reduce the matter to writing. The employee shall have the right to be assisted by an employee or the Guild shall present the written grievance to the Undersheriff within fourteen (14) calendar days of the date the employee received a written response at Step 1 of this procedure. Failure to submit a written grievance within fourteen (14) calendar days of the Step 1 response shall be deemed a waiver of the right to proceed further in the grievance procedure. The Undersheriff may meet with the employee and the employee's representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The Undersheriff shall reduce his or her decision to writing and shall transmit the decision to the employee with a copy to the Guild representative within fourteen (14) calendar days after meeting with the employee and Guild representative or after receiving the written grievance whichever is longer.

Step 3: In the event that the Undersheriff does not resolve the grievance to the satisfaction of the employee or the Guild at Step 2 of this procedure, the employee or the Guild shall transmit a copy of the original grievance along with a copy of the written response received in Step 2 to the Sheriff within fourteen (14) calendar days of the receipt of the Undersheriff's written response. The Sheriff may convene a meeting with the Guild representative in an attempt to resolve the grievance. The Sheriff shall reduce his or her decision to writing within fourteen (14) calendar days.

5.2 (a) Selection of Arbitrator: A neutral arbitrator shall be selected by mutual agreement or through a mutually agreeable process. In the event the parties cannot agree, either party may petition the Public Employment Relations Commission for a panel of arbitrators. The party requesting the panel shall strike the first name and the parties shall thereafter alternately strike names until one name is remaining. That person shall then serve as the arbitrator.

(b) Powers and Duties of the Arbitrator: It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted at Step 2 of the grievance procedure and to issue a binding decision.

(c) Costs of Arbitration: The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record.

(d) Time limits: Time limits established in this procedure shall be strictly adhered to, but may be waived by mutual agreement of the parties.

ARTICLE VI - COUNTY SECURITY

6.1 The Guild and the County agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal work routine.

6.2 The County agrees that there shall be no lockout of Sheriff's Department employees under any circumstances.

ARTICLE VII - HOLIDAYS

7.1 The following holidays shall be recognized by permanent employees on the traditional date of that holiday:

- | | |
|--|----------------------------|
| 1. New Year's Day (January 1) | 8. Veteran's Day (Nov 11) |
| 2. Martin Luther King, Jr.'s Birthday (Jan 15) | 9. Thanksgiving Day |
| 3. President's Day (Feb 12) | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Christmas Eve (Dec 24) |
| 5. Independence Day (July 4) | 12. Christmas Day (Dec 25) |
| 6. Floater (Aug 1) | |
| 7. Labor Day (1st Monday Sept) | |

7.2 Any other day may be a legal holiday if proclaimed so by the State Legislature or the Board of Commissioners; or by a state official who has been granted legal authority to decree such a holiday or the Board of County Commissioners of Lincoln County.

Holiday pay will commence at 00:00 through 23:59 on holiday date. Any hours worked during that holiday period will be compensated at one and one half (1 ½) times his/her regular rate of pay.

Whenever an employee works a regular schedule on any of the above mentioned holidays he/she shall be paid for their regular time and one and one half (1 ½) his/her regular rate of pay. All regular full-time employees will receive one day of holiday leave (8 hours, 10 hours or 12 hours depending on schedule) that he or she shall attempt to schedule during the calendar year in which the holiday leave has accrued. If an employee works over eight hours on a holiday, he or she shall receive holiday credit on a basis of one hour for every hour worked. If a member works a holiday overtime shift on his/her "day off", he or she will receive one and one half (1 ½) his/her regular rate of pay and shall receive additional holiday credit on a basis of one hour for every hour worked that holiday. An employee may cash out up to 40 hours of holiday pay at any time during the calendar year. Accrued holiday leave must be scheduled and taken by March 31st following the calendar year in which they were accrued. If it is not possible to grant a day off, the employee shall receive his holiday pay, at his or her regular rate of pay, for each holiday accrued and not taken.

ARTICLE VIII - WAGES

8.1 Effective January 1, 2014, through December 31, 2014 all bargaining unit employees will receive a 2.00% (COLA) cost of living increase over the 2013 wage scale.

8.2 Effective January 1, 2014 all bargaining unit employees will receive a COLA based on the average annual cost of living increase according to the CPI, All Cities, urban wage earners and clerical workers/top picks/US All Items 1982-1984=100/US Cities Average/All Items, (June 30 to July 1), with a minimum of 2% and a maximum of 4.5%.

Both parties agree to a wage opener for the 2015 & 2016 contract years.

- 8.3 Effective January 1, 2014 all bargaining unit employees will receive a 3% wage increase in addition to the COLA and an additional 3% wage increase each year thereafter for the remainder of the contract.
- 8.4 A monthly longevity bonus will be paid to an employee, in addition to his present rate of pay, if the employee has:

A monthly longevity bonus will be paid to an employee, in addition to his/her present rate of pay, if the employee has:

5 or more years of continuous service	\$125.00/month
10 or more years of continuous service	\$175.00/month
15 or more years of continuous service	\$225.00/month
20 or more years of continuous service	\$275.00/month
25 or more years of continuous service	\$325.00/month

- 8.5 Both parties agree to review a potential \$25.00 increase to the longevity pay and potential disability insurance coverage during the wage opener in 2015.
- 8.6 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked "Appendix A" and herein incorporated by reference.
- 8.7 For the purpose of advancing on the Wage Schedule, employee's anniversary dates will be as of the 15th day of the month of hire. Employees shall move to the next step of the wage grid after one year at the prior step.

ARTICLE IX - VACATIONS

- 9.1 All permanent employees in the Sheriff's Department shall be entitled to the following paid vacation benefits:

	<u>Accrual in Days</u>
1. 0 - 5 years	12
2. 6 - 10 years	15
3. 11 - 15 years	18
4. 16 - 20 years	21
5. 21 - 25 years	24
6. 26 - 30 years	27
7. 31 + years	30

- 9.2 No later than the employee's anniversary date of hire occurring in calendar year 1991, no employee shall accrue vacation days in an amount exceeding the total number of vacation days earned during the previous two anniversary years. Upon termination or retirement, an employee may cash-out accrued vacation up to the maximum allowed in the County "Personnel Policy and Procedures Manual", currently established at 240 hours of accrued vacation.

ARTICLE X - UNIFORM ALLOWANCE

- 10.1 The County agrees to provide uniforms of good quality and in good condition, and also will furnish weapons, duty leather and/or any other equipment it deems necessary for employees to perform the duties of Corrections/Communications Deputies/ E-911 Call Takers for Lincoln County. If any item is furnished by the County, and except for cases in which an employee's negligence results in loss or

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
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damage, the County will maintain, repair or replace the item when it becomes, in the determination of the Sheriff or his designee, unserviceable, unsafe, non-repairable, or does not appear to be of good quality and appearance to the public. The make, caliber and model of weapon; type, color and style of leather will be at the discretion of the County. A supervisor shall attempt to provide an employee with approval or disapproval within (3) three working days, excluding Saturday or Sunday.

10.2 Uniforms and equipment purchased by the County will remain the property of the County Sheriff's Office.

10.3 The County also agrees to provide dry cleaning service for uniforms not to exceed thirty dollars (\$30.00) per month. The parties hereto recognize that circumstances, occurring during the course of duty, may warrant an expenditure exceeding the \$30.00 per month limitation; any expenditure beyond the monthly maximum shall be subject to the Sheriff's review and sole discretion.

10.4 The County also agrees to provide a boot allowance. This amount shall be paid either as \$150.00 per year or \$300.00 every second year.

ARTICLE XI - LEAVES OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following times are made a part of this Agreement:

11.1 Application for leave: Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for leave being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that such approval of authorization shall reside with the department head. Any request for leave of absence shall be promptly answered. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of shift on which the request was submitted. All requests for leave shall be answered within ten (10) days.

11.2 Military leave: In accordance with the Military Selective Service Act, Deputy Sheriffs shall be granted time off to meet their required military obligation. Employees who are required to attend military meetings shall suffer no loss of pay for a period of time not to exceed fifteen (15) days per year. Employees so required to serve a military obligation must supply their department head with necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacement can be secured. The County will make up the difference between military and County pay, if the County pay is higher.

11.3 (a) Sick leave: Will be accrued on the basis of one (1) workday to be earned for each month of employment. This may be accumulated to a maximum of one hundred twenty (120) working days. Also, if an employee quits or is separated from the County, after five (5) years of employment, the County will pay one half (1/2) of the accumulated sick leave, up to a maximum as established by County policy (currently 480 hours). Sick leave shall not apply to temporary or seasonal employees and regular part time employees shall earn one (1) day of sick leave for each 173 hours worked and shall be paid sick leave in proportion to the number of hours at least one half (1/2) of the month that it is worked. The County may require doctor's verification on any sick leave.

(b) Shall include necessary time off to care for minor child of the employee with a health condition requiring treatment or supervision or illness or injury in the immediate family requiring the attendance of the employee.

(c) Family leave will be granted in accordance with the mandatory features of the Washington State Family Leave Act and the mandatory features of the Federal Family Leave Act.

(d) A sign-up period for sick leave cash out shall be held March 1st through March 31st, for inclusion in April payroll, each year, so that employees may convert annual sick leave with the following restrictions:

- (1) If an employee has accrued 150 hours or more, he/she may convert up to 40 hours.
- (2) If an employee has accrued 350 hours or more, he/she may convert up to 60 hours.
- (3) If an employee has accrued 500 hours or more, he/she may convert up to 80 hours.

11.4 Bereavement Leave: In case of death of an immediate family member, (spouse, child, stepchild, parent, grandparent, brother, sister, step mother, step father or immediate in-law) the employee will be granted three (3) days of paid bereavement leave that will not be charged against either his/her annual or sick leave. Additional leave may be granted in accordance with County personnel policy.

ARTICLE XII - DEFERRED COMPENSATION

Twice a year, in March and August, and in accordance with RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. Any income deferred under such a plan shall continue to be included as regular compensation, for the purposes of computing state or local retirement and pension benefits earned by any employee.

ARTICLE XIII - JURY DUTY

County employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during the working hours will suffer no loss of pay. Employees shall be paid their regular pay for jury duty, provided pay received for jury duty shall be returned to the County. Employees called during the working day or excused during the day, shall report immediately by phone or in person to their supervisor for instructions as to whether to report for work during the remainder of the workday. Jury duty consideration does not apply to hourly or part-time personnel.

ARTICLE XIV - INSURANCE

14.1 The County agrees to continue the liability and false arrest insurance program that is currently in effect. The minimum coverage the County agrees to pay is as follows: \$250,000.00 per person and/or \$500,000.00 per occurrence.

14.2 Effective January 1, 2014, through December 31, 2014 the County agrees to pay a maximum of \$600.00 monthly toward the employee's County approved medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution (\$600.00) will be the sole responsibility of and at the expense of the employee. The employee must elect to take the benefit (county medical insurance) for there to be any unused dollars for the deferred compensation program.

Employees may decide not to take county provided insurance on the condition that they provide proof of alternate insurance that complies with minimum requirements for coverage as outlined in the County

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Lincoln County Deputies Sheriff's Guild
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Policy and Procedures Manual. If an employee elects not to sign up for County approved medical insurance, \$600.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employees' name. Employees enrolled in a qualified group medical plan outside the county offered medical plan will be enrolled in a Standard HRA VEBA plan. Employees that enroll in an individual qualified medical plan will be enrolled in a Post Separation HRA VEBA plan. It is understood that the union proposed, voted on and selected the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units or other groups of employees.

Both parties agree that the county will provide a benefit with a value of \$48.00 to each full time employee to enroll in the NW MedStar Membership Program for the 2014 calendar year.

14.3 Any greater cost difference in the health program premiums and the above-described amounts of coverage for any employees, all spouses, and dependents, will be the responsibility of and at the cost of the employee.

ARTICLE XV - SAVINGS CLAUSE

If any Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE XVI - PERSONAL PROPERTY

The County agrees to repair or replace items of personal property up to an amount of five hundred dollars (\$500) including, but not limited to, eye glasses, watches, uniforms and personal clothing, if the loss or damage occurs while the officer is in a service status, provided the loss is not due to the officer's personal negligence. Anything above the five hundred dollar (\$500) amount will require further review and approval by the administration.

ARTICLE XVII - WORK PERIOD AND OVERTIME

17.1 Each employee working a 12 hour shift will work 3 days on then 4 days off, then 4 days on and 3 days off to accomplish 84 scheduled work hours per 14 day biweekly work period. This breaks down to 80 hours of straight time and 4 hours of overtime. Employees will be allowed sufficient time for lunch, normally one half (1/2) hour, but it is understood that they remain on duty status during that time. Employees going off shift will remain on duty only long enough to adequately inform their replacements of operational conditions and status.

(a) The administration may implement a work schedule for noncommissioned employees assigned to work 12 hour shifts that consist of six (6), twelve (12) and one eight (8) hour shifts during the designated 14 day biweekly work period when the administration determines such schedule is appropriate to save overtime.

(b) Any time worked that is in excess of 80 hours in a 2 week pay period shall be overtime.

(c) Deputies attending training may have their shift modified to allow for a different schedule to accommodate the training.

17.2 Compensatory time shall be earned or overtime will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate for all hours worked over eight (8) in a day. All overtime must be pre-authorized by a supervisor. Only under emergency conditions and the lack of availability of a supervisor may dispatch authorize the performance of work that would qualify for overtime, compensatory time or call out.

17.3 Compensatory time or overtime hours will be selected, computed and turned in before the 10th of each month. Employees may not accrue more than 240 hours of compensatory time at any point in time. When an employee has reached the applicable limit on accrued unused compensatory time, any further overtime must be paid in cash. Employees will be allowed to use compensatory time within a reasonable period after making a request if such use does not unduly disrupt operations.

17.4 Call-Out: When an employee is called into service after completing a full shift, and prior to his or her next regularly scheduled shift, he or she shall receive a minimum of one (1) hour call-out time to be paid at one and one half (1½) times the regular rate of pay. If the occurrence takes longer than one (1) hour, the employee shall receive compensation for actual hours worked at one and one half (1½) times the regular rate of pay. An employee's "service" shall commence at the time the employee signs in for duty by telephone (communications/corrections personnel) or by radio (personnel who have been issued radios). Service shall terminate upon the employee's sign out by the same method. If an employee is called out on a day that is his/her regularly scheduled day off, that employee will receive a minimum of two (2) hours of pay, at his/her overtime rate.

Court Time: Anytime an employee is required to appear in Court outside of his or her regularly scheduled shift, they shall receive a minimum of one (1) hour pay at the applicable overtime rate if the employee resides in Davenport. If the employee resides outside of Davenport, the minimum shall be two (2) hours pay.

In-service Training and Meetings: Anytime an employee is required to appear for an in-service training or meeting outside of his or her regularly scheduled shift, they shall receive a minimum of two (2) hours pay at the applicable overtime rate if the employee lives in Davenport and three (3) hours minimum if the employee lives outside of Davenport. This shall remain in effect even if the training and/or meeting is cancelled without reasonable notification to the employee. For the purpose of this Agreement, reasonable notification shall be 72 hours with proper notification to all employees.

17.5 Working out of Classification: Whenever an employee is specifically assigned by his or her supervisor, or the Sheriff, to perform a majority of the duties and to accept a majority of the responsibilities of an employee at a higher paid bargaining unit classification, he or she shall be paid at a rate one step higher than his or her current classification while performing such duties and accepting such responsibility.

17.6 Members of the bargaining unit shall be given first consideration by seniority to fill open shifts in the communication/jail division. "Open Shift" shall mean a shift left vacant due to the short-term absence of a bargaining unit employee. The Sheriff's, or his designee's, assignment of an employee to any open shift shall be based on that employee's seniority and qualifications, which shall include but not be limited to the employee's experience, fitness, seniority and ability to perform such duties, or other operational considerations. If no bargaining unit employees are determined to be qualified to fill the shift, reserve officers or qualified part-time personnel may be called to fill the vacant shifts.

17.7 Communication center personnel on duty will be allowed to receive one (1) meal from the jail kitchen during each shift worked. Other members of the department are allowed to purchase meals from the jail kitchen at the actual cost for the preparation of the meal; said amounts shall be identified by the Sheriff.

17.8 A regular hourly rate shall be established for each job classification based on an average number of hours per month of 173.

17.9 Pay period shall be established on a monthly basis to be paid on the last working day of each month, Monday through Friday, but draws are available to employees in the middle of each month.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 The provisions of this Agreement shall be applied equally to all employees in the Lincoln County Sheriff's Department, without discrimination as to age, sex, marital status, race, color, national origin, or political affiliation. The Guild shall share equally with the County the responsibility for applying this provision of the Agreement.

18.2 All reference to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

18.3 The County agrees not to interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraining or coercion by the County or any employer representative against any employee because of Guild membership or because of any employee activity in an official capacity on behalf of the Guild, provided that such activity does not interfere with normal operations of the department.

18.4 The Guild recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Lincoln County Sheriff's Office without discrimination, interference, restraining or coercion.

18.5 The County agrees to allow suitable bulletin boards in a convenient place in the work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards within the Sheriff's Office. It is understood and agreed that no material shall be posted which is obscene, defamatory or which would impair Sheriff's Office operations.

18.6 The County agrees that during working hours, on the Employer's premises or elsewhere, and without loss of pay, Guild officials shall be allowed to:

- (a) Post Guild notices and distribute Guild literature.
- (b) Attend meetings with the approval of the Department head and solicit Guild membership without hindering normal operations.
- (c) Transmit communications authorized by the local Guild or its officers, or other Guild representative, concerning the enforcement of this Agreement.
- (d) Consult with the County, its representative, local Guild officers, or other Guild representatives, concerning the enforcement of this agreement.

ARTICLE XIX - COMPENSATION FOR TRAVEL TIME

19.1 The parties recognize federal and state audit requirements, and hereby agree to comply with the Sheriff's Office accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations and use of the Sheriff's Office credit card.

An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of Lincoln County, as defined under the Fair Labor Standards (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

When travel by employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed by the Board of County Commissioners for County employees. However, at no time shall the amount be less than the County approved mileage rate. Requests for mileage shall be submitted according to the Sheriff's Office policy.

ARTICLE XX - SUPPLEMENTAL AGREEMENTS

20.1 This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this Section.

20.2 The Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party, in writing, of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Guild and County officials.

20.3 Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE XXI - AMMUNITION ALLOWANCE

21.1 Each Corrections Deputy authorized by the Sheriff to carry a duty weapon, shall receive one hundred fifty (150) rounds of ammunition per month for the purpose of individual firearms training. This ammunition shall be supplied by the Lincoln County Sheriff's Office and each officer shall receive the allotted ammunition upon presentation to the Range Master of the prior month's spent brass. The rounds will be utilized at the officer's discretion. However, if used on the Lincoln County Range, the Officer will notify the Sheriff's Office, by radio, prior to practice beginning and immediately upon completion. The Range Master will be selected by the Sheriff.

ARTICLE XXII - PERSONNEL POLICIES AND PROCEDURES

22.1 The employment relationship between the County and bargaining unit employees is governed by Federal and Washington State Laws, Civil Service Rules, this Agreement, Sheriff's operating policies and procedures, and the Lincoln County Personnel Policies and Procedures Manual. Unless covered by state or federal law or civil service rules, this Agreement applies; unless covered by this Agreement, the Sheriff's policies and procedures applies; otherwise the County's Personnel Policies and Procedures Guide applies. In the event there is a conflict between the terms of the Sheriff's or County's Personnel Policies and Procedures Guide and this Agreement, this Agreement applies. By its agreement to this provision, the Guild is not waiving its right to bargain any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE XXIII - SHIFT & WEEKEND DIFFERENTIAL

23.1 The County agrees to pay shift differential for Lincoln County Corrections/Communications Deputies/E-911 Call Takers in the following circumstances:

1. Day Shift (08:00 through 16:00)	No pay increase
2. Swing Shift (16:01 through 00:00)	\$.50 cents an hour
3. Graveyard Shift (00:01 through 07:59)	\$1.00 an hour

The hours indicated above may be changed plus or minus 2 hours.

Shift differential will be paid only upon the employee's actual shift duty performed.

23.2 The County agrees to pay weekend differential for Lincoln County Corrections/Communications Deputies/E-911 Call Takers in the following circumstances:

1. Weekend - Friday (16:00) to Monday (08:00)	\$.25 cents an hour
---	---------------------

Weekend differential will be paid only upon the employee's actual shift duty performed.

Collective Bargaining Agreement
Lincoln County Deputies Sheriff's Guild
Non-Commisioned

ARTICLE XXIV - TERM OF AGREEMENT

24.1 Except as otherwise provided, this Agreement shall become effective January 1, 2014 and shall remain in full force and effect until December 31, 2016. Either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to said date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

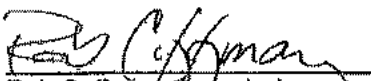
24.2 It is agreed to by both the Guild and the County that any member of the Guild shall have the option of joining the Fraternal Order of Police (FOP). It is understood that the FOP may assist with advisory information during the term and the negotiating of this contract and may supply advisory staff if requested by the Guild. Any Guild member joining the FOP will have the option of obtaining the Legal Defense Plan through the FOP.

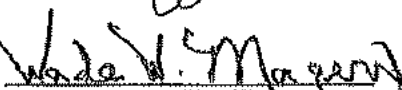
DATED THIS 20th DAY OF December, 2013

FOR THE COUNTY:


Scott M. Hutsell, Chairman

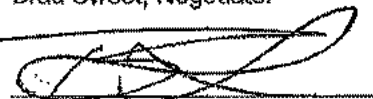

Mark Stedman, Commissioner


Rob Coffman, Commissioner


Wade Magers, Sheriff

FOR THE GUILD:


Brad Sweet, Negotiator


Tom Sherbon, Negotiator

Appendix "A"

2014 WAGE SCALE

Guild commissioned positions - 2% COLA above 2013

	points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Road Sergeant (old scale)	472	4837	5077	5333	5438	5492	5547	5602	5659
Road Sergeant (new 2014)	472	5077	5438	5547	5659				
Road Deputy	308	3803	4023	4248	4470	4693	4811	4932	5055
Road Corporal		4427							

APPOINTED POSITIONS GUILD NON-COMMISSIONED

2% COLA + 3% wage increase above 2013

Administrative Assistant		3479	3683	3890	4093				
Emergency Management		3048	3184	3320	3454				
Radio/Corrections 911 Dispatch	240	3093 3094	3276 3277	3457 3459	3640 3641	3731 3732	3824 3826	3920 3921	4018 4019
Jail Supervisor *		4952							
Civil Deputy *	243	4952							
911 Communications Lead *		5282							
Undersheriff *		6273							
Chief Criminal Deputy *		5943							

* Appointed Official - 3.15% increase from 2012

	adjust	Emerg Mgmt	To calculate administrative salaries:				Adjusted
			Per BOCC 12/2013	Base			
Sheriff	6603	100%	2014 Sheriff	6503	100	6603	
Undersheriff	6273	95%	2015		200		
Chief Criminal Deputy	5943	90%	2016		300		
911 Communications Lead	5282	80%	2017		400		
Civil Deputy	4952	75%	2018		500		
Jail Supervisor	4952	75%					

CERTIFICATE OF SERVICE

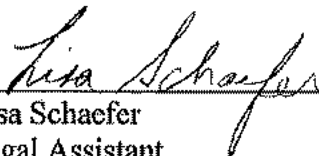
The undersigned hereby certifies that on the 8th day of December, 2016, she caused the original of an **Unfair Labor Practice Complaint, Statement of Facts, Collective Bargaining Agreement and Certificate of Service** to be filed by e-mail to:

Michael P. Sellars, Executive Director
Public Employment Relations Commission
Post Office Box 40919
Olympia, WA 98504-0919
Email: filing@perc.wa.gov

with a true and correct copy to be served electronically to:

Scott M. Hutsell
Lincoln County Commissioners
P.O. Box 28
Davenport, WA 99122
Email: shutsell@co.lincoln.wa.us

Wade Magers, Sheriff
Lincoln County Sheriff's Office
404 Sinclair St.
P.O. Box 367
Davenport, WA 99122
Email: wmagers@co.lincoln.wa.us



Lisa Schaefer
Legal Assistant

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT G

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 690,

Complainant,

vs.

LINCOLN COUNTY,

Respondent.

CASE 128467-U-16
DECISION 12648 - PECB

CASE 128468-U-16
DECISION 12649 - PECB

ORDER OF DISMISSAL

On September 29, 2016, Teamsters Local 690 (union) filed two unfair labor practice complaints under Chapter 391-45 WAC against Lincoln County (employer). Case 128467-U-16 concerns the non-commissioned employees bargaining unit, and Case 128468-U-16 concerns the commissioned employees bargaining unit. After determining that the issues in both cases were sufficiently similar, the Unfair Labor Practice Manager consolidated the cases for further processing under WAC 10-08-085. The complaints were reviewed under WAC 391-45-110,¹ and a deficiency notice issued on October 28, 2016, indicated that it was not possible to conclude a cause of action existed at that time. The union was given a period of 21 days in which to file and serve amended complaints or face dismissal of the cases.

On November 18, 2016, the union filed amended complaints in both cases. On December 8, 2016, the union filed a second amended complaint in Case 128467-U-16. Because the amended complaints involved the same parties, appeared to be timely filed, and were germane to the subject matter of the complaints as originally filed, they qualified for further case processing under WAC 391-45-070.

Having reviewed the substance of the November 18 amended complaint in Case 128468-U-16 and the December 8 second amended complaint in Case 128467-U-16, the Unfair Labor Practice Manager dismisses both cases for failure to state a cause of action.

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

ISSUES

The allegations of the December 8 second amended complaint in Case 128467-U-16 and the November 18 amended complaint in Case 128468-U-16 concern:

Employer discrimination in violation of RCW 41.56.140(1) [and if so, derivative interference in violation of RCW 41.56.140(1)] by passing Resolution 16-22 requiring that collective bargaining contract negotiations be open to the public, a requirement that would not apply evenly to all employees of the employer, in reprisal for union activities protected by Chapter 41.56 RCW.

Employer refusal to bargain in violation of RCW 41.56.140(4) [and if so, derivative interference in violation of RCW 41.56.140(1)] since September 6, 2016, by unilaterally passing a resolution making collective bargaining contract negotiations open to the public, without providing the union with an opportunity for bargaining.

The amended and second amended complaints (hereafter, "complaints") do not state a cause of action for discrimination, unilateral change, or refusal to bargain because the complaints lack the necessary elements to support allegations of these types of violations. Specifically, the complaints do not describe how the employer deprived any of its employees of some ascertainable right, benefit, or status. The complaints also do not show that the passage of Resolution 16-22 resulted in a material change to a mandatory subject of bargaining, such as employee wages, hours, or working conditions. Finally, the complaints do not provide specific examples of the employer refusing to meet and bargain at reasonable times and places.

BACKGROUND

The complaints allege that the Board of Lincoln County Commissioners passed Resolution 16-22 on September 6, 2016. That resolution stated, "From this day forward, Lincoln County shall conduct all collective bargaining contract negotiations in a manner that is open to the public; and Lincoln County shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060–42.30.080)" The complaints allege that, among other provisions, the Open Public Meetings Act includes notice requirements for meetings, rules concerning meeting times and locations, and rules governing advance distribution of meeting agendas.

According to the complaints, on September 7, 2016, the employer informed the union of the passage and content of Resolution 16-22. The complaints allege that the employer failed to provide the union with notice and an opportunity to bargain over changes to conditions of bargaining, such as making collective bargaining negotiations open to the public, prior to passing Resolution 16-22.

The complaints also allege that because the enforcement of Resolution 16-22 would not apply evenly to all employees of Lincoln County, the employer would effectively discriminate and retaliate against union employees in violation of RCW 41.56.140(1).

ANALYSIS

Applicable Legal Standards

Discrimination for Union Activity

It is an unfair labor practice for an employer to discriminate against employees for engaging in union activity. RCW 41.56.140(1). An employer unlawfully discriminates against an employee when it takes action in reprisal for the employee's exercise of rights protected by Chapter 41.56 RCW. *University of Washington*, Decision 11091-A (PSRA, 2012); *Educational Service District 114*, Decision 4361-A (PECB, 1994). The complainant maintains the burden of proof in discrimination cases. To prove discrimination, the complainant must first set forth a prima facie case establishing the following:

1. An employee participated in an activity protected by the collective bargaining statute or communicated to the employer an intent to do so;
2. The employer deprived the employee of some ascertainable right, benefit, or status; and
3. A causal connection exists between the employee's exercise of a protected activity and the employer's action.

Ordinarily, the complainant may use circumstantial evidence to establish the prima facie case because respondents do not typically announce a discriminatory motive for their actions. *Clark*

County, Decision 9127-A (PECB, 2007). Circumstantial evidence consists of proof of facts or circumstances which according to common experience give rise to a reasonable inference of the truth of the fact sought to be proved. *See Seattle Public Health Hospital*, Decision 1911-C (PECB, 1984).

Refusal to Bargain and Unilateral Change

As a general rule, an employer has an obligation to refrain from unilaterally changing terms and conditions of employment unless it gives notice to the union; provides an opportunity to bargain before making a final decision; bargains in good faith, upon request; and bargains to agreement or to a good faith impasse concerning any mandatory subject of bargaining. *Port of Anacortes*, Decision 12160-A (PORT, 2015); *Griffin School District*, Decision 10489-A (PECB, 2010), *citing Skagit County*, Decision 8746-A (PECB, 2006).

RCW 41.56.030(4) outlines the mutual obligation of the employer and the exclusive bargaining representative:

“Collective bargaining” means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and *collective negotiations on personnel matters, including wages, hours and working conditions*, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.

(emphasis added).

The threshold question is whether the dispute involves a mandatory subject of bargaining. To state a cause of action for unilateral change, the complainant must allege that the dispute involves a mandatory subject of bargaining and that there was a decision giving rise to the duty to bargain. *Kitsap County*, Decision 8292-B (PECB, 2007).

Whether a particular item is a mandatory subject of bargaining is a mixed question of law and fact for the Commission to decide. WAC 391-45-550. To decide, the Commission applies a

balancing test on a case-by-case basis. The Commission balances “the relationship the subject bears to [the] ‘wages, hours and working conditions’” of employees and “the extent to which the subject lies ‘at the core of entrepreneurial control’ or is a management prerogative.” *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission (City of Richland)*, 113 Wn.2d 197, 203 (1989). The decision focuses on which characteristic predominates. *Id.* A finding that a party has refused to bargain in good faith is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. *Vancouver School District*, Decision 11791-A (PECB, 2013), citing *Spokane School District*, Decision 310-B (EDUC, 1978).

Application of Standards

Discrimination for Union Activity

The complaints make general allegations of discrimination but do not describe any specific instances in which the employer deprived any of its employees of some ascertainable right, benefit, or status. Nor do the complaints explain how the passage of Resolution 16-22 amounted to such deprivation. The allegations of discrimination in reprisal for union activity are dismissed for failure to state a cause of action.

Refusal to Bargain and Unilateral Change

The complaints would have needed to describe a change to a mandatory subject of bargaining in order to state a cause of action for unilateral change. The topics that are impacted by the passage of Resolution 16-22—such as meeting times and locations, advance notification of meeting dates and distribution of meeting agendas, and who may attend bargaining meetings—fall under bargaining procedures, or ground rules. In past cases the Commission has held that ground rules for bargaining are not mandatory subjects of bargaining; rather, they are permissive subjects of bargaining. *State – Office of Financial Management*, Decision 11084-A (PSRA, 2012). Parties are not required to reach agreement on ground rules for collective bargaining negotiations.

The deficiency notice issued in these cases placed the union on notice that the original complaints did not appear to describe a change to a mandatory subject of bargaining. In its amended and second amended complaints filed in response to the deficiency notice, the union made legal

arguments and included citations to case law.² However, the facts of the cases cited by the union are clearly distinguishable from the facts alleged in these cases. The cited cases involved allegations of employers refusing to meet and bargain at reasonable times and places.

To state a cause of action for refusal to bargain similar to the cases cited in the amended complaints, the union would have needed to describe specific incidents where the employer actually refused to meet and bargain at reasonable times and places. None of the facts alleged in the present cases demonstrate such conduct. Rather, the complaints seem to make arguments about the potential impacts of Resolution 16-22 on future collective bargaining—specifically, the union's ability to schedule and hold future bargaining meetings. Absent examples of specific conduct by the employer that could constitute a refusal to bargain, these types of arguments appear to be speculative and prematurely filed. The Commission has consistently held that it will not take action on speculative or prematurely filed allegations. *See Kitsap County*, Decision 11611-A (PECB, 2013); *State – Office of the Governor*, Decision 10948-A (PSRA, 2011).

Arguments and Answers Filed by the Employer

This decision was issued at the preliminary ruling phase of case processing. WAC 391-45-110 addresses the preliminary review process. At this stage of an unfair labor practice proceeding, the only relevant inquiry is whether, based on the facts as alleged, the complaint states a cause of action for further case processing. The Commission has clearly stated that during the preliminary review process it is not appropriate for the unfair labor practice manager to go beyond assuming whether the facts as alleged are true and provable or to consider possible arguments that would arise before an examiner. *Kitsap County*, Decision 12022-A (PECB, 2014).

On December 12, 2016, the employer filed answers to the complaints. These answers were prematurely filed and raise legal arguments that would normally arise before an examiner. Respondents are only required to file answers to complaints that are found to state a cause of action

² *General Electric Company*, 173 NLRB 253 (1968), enforced, *General Electric Company v. National Labor Relations Board*, 412 F.2d 512 (2d Cir. 1969); *Evergreen General Hospital*, Decision 1949 (PECB, 1984); *Columbia College Chicago*, 363 NLRB 154 (2016).

for further case processing. In determining whether these cases stated a cause of action, the Unfair Labor Practice Manager did not consider the arguments contained in the employer's answers.

CONCLUSION

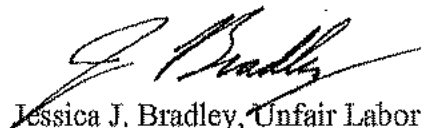
The complaints do not contain sufficiently specific facts to support allegations of discrimination, unilateral change, or refusal to bargain. The discrimination allegations are deficient because the complaints do not describe any instances in which the employer deprived any of its employees of some ascertainable right, benefit, or status. Similarly, the complaints do not state a cause of action for unilateral change because they do not explain how the employer's decision to adopt Resolution 16-22 and make bargaining meetings open to the public constituted a change to a mandatory subject of bargaining. Finally, while the complaints allege that the passage of Resolution 16-22 could frustrate the bargaining process by making it difficult to schedule and hold bargaining meetings, they do not describe any specific examples of the employer refusing to meet and bargain at reasonable times and places. Thus, the complaints lack the necessary elements to qualify for further case processing before this agency.

ORDER

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

ISSUED at Olympia, Washington, this 10th day of January, 2017.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



Jessica J. Bradley, Unfair Labor Practice Manager

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.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
PO BOX 40919
OLYMPIA, WASHINGTON 98504-0919

MARILYN GLENN SAYAN, CHAIRPERSON
MARKE E. BRENNAN, COMMISSIONER
MIKESELLARS, EXECUTIVE DIRECTOR

RECORD OF SERVICE - ISSUED 01/10/2017

DECISION 12648 - PECB and DECISION 12649 - PECB has been mailed by the Public Employment Relations Commission to the parties and their representatives listed below:

BY: VANESSA SMITH

CASE NUMBERS: 128467-U-16 and 128468-U-16

EMPLOYER: LINCOLN COUNTY
ATTN: LINCOLN COUNTY COMMISSIONERS
450 LOGAN ST
BOX 28
DAVENPORT, WA 99122
roffman@co.lincoln.wa.us
(509) 725-3031

REP BY: DAVID DEWHIRST
FREEDOM FOUNDATION
PO BOX 552
OLYMPIA, WA 98507
ddewhirst@myfreedomfoundation.com
(360) 956-3482

STEPHANIE OLSON
FREEDOM FOUNDATION
PO BOX 552
OLYMPIA, WA 98507
solson@myfreedomfoundation.com
(360) 956-3482

GREG OVERSTREET
FREEDOM FOUNDATION
P.O. BOX 552
OLYMPIA, WA 98507
goverstreet@freedomfoundation.com
(360) 956-3482

PARTY 2: TEAMSTERS LOCAL 690
ATTN: VAL HOLSTROM
1912 N DIVISION STE 200
SPOKANE, WA 99207-2271
vholstrom@teamsterslocal690.org
(509) 455-9410

REP BY:

JACK HOLLAND
REID, MCCARTHY, BALLEW & LEAHY, L.L.P.
100 W HARRISON ST
NORTH TOWER STE 300
SEATTLE, WA 98119-4143
jack@rmbllaw.com
(206) 285-3610

JOSEPH KUHN
TEAMSTERS LOCAL 690
1912 N DIVISION #STE 200
SPOKANE, WA 99207
jkuhn@teamsterslocal690.org
(509) 455-9410

SUE GEMMELL
TEAMSTERS LOCAL 690
1912 N DIVISION STE 200
SPOKANE, WA 99207
sue@teamsterslocal690.org
50945594010

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT H

REID, MCCARTHY, BALLEW & LEAHY, L.L.P.

ATTORNEYS AT LAW

Russell J. Reid
Michael R. McCarthy
David W. Ballew
Thomas A. Leahy
Jack Holland

www.rmbllaw.com

January 30, 2017

VIA EMAIL ONLY

Michael P. Sellars
Executive Director
Public Employment Relations Commission
112 Henry Street Northeast, Suite 300
P.O. Box 40919
Olympia, Washington 98504-0919

Re: Teamsters Local 690 / Lincoln County / Case 128467-U-16 (Decision 12648—PECB); Case 128468-U-16 (Decision 12649—PECB)

Dear Executive Director Sellars:

1. Teamsters Local 690 objects to the Order of Dismissal, Decision 12648 – PECB. Therefore, Teamsters Local 690 respectfully requests to appeal this Order of Dismissal to the Commission.
2. Teamsters Local 690 objects to the Order of Dismissal, Decision 12649 – PECB. Therefore, Teamsters Local 690 respectfully requests to appeal this Order of Dismissal to the Commission.

Please feel free to contact me with any questions or concerns.

Sincerely,


Jack Holland

cc: Joe Kuhn, Teamsters Local 690
Lincoln County Commissioners
David Dewirst, Freedom Foundation

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION
STATE OF WASHINGTON

Teamsters Local No. 690

Petitioner/Complainant/Filing Party

v.

Lincoln County Sheriff's Office

Respondent/Responding Party

Case Number 128467-U-16; and 128468-U-16

CERTIFICATE OF SERVICE

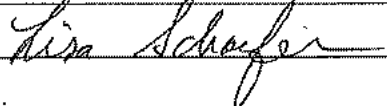
I certify that I served a copy of this *(title of document)* Appeal of Order of Dismissal
on all parties or their counsel of record on Jan 30, 2017

To:	<div style="display: flex; justify-content: space-between;"><div><p>Name Organization Address City, State, ZIP Email Fax</p></div><div><p>Lincoln County Commissioners 450 Logan Street, Box 28 Davenport, WA 99122 rcoffman@co.lincoln.wa.us</p></div></div>	<div style="display: flex; flex-direction: column; align-items: center;"><div><input checked="" type="checkbox"/> E-mail</div><div><input type="checkbox"/> Fax</div><div><input type="checkbox"/> Hand Delivery</div></div>	<div style="display: flex; justify-content: space-between;"><div><p><input checked="" type="checkbox"/> First Class U.S. Mail</p><p><input type="checkbox"/> Certified U.S. Mail</p><p><input type="checkbox"/> Registered U.S. Mail</p></div></div>
	<div style="display: flex; justify-content: space-between;"><div><p>Name Organization Address City, State, ZIP Email Fax</p></div><div><p>David Dewhirst Freedom Foundation P.O. Box 552 Olympia, WA 98507 ddewhirst@myfreedomfoundatio n.com</p></div></div>	<div style="display: flex; flex-direction: column; align-items: center;"><div><input checked="" type="checkbox"/> E-mail</div><div><input type="checkbox"/> Fax</div><div><input type="checkbox"/> Hand Delivery</div></div>	<div style="display: flex; justify-content: space-between;"><div><p><input checked="" type="checkbox"/> First Class U.S. Mail</p><p><input type="checkbox"/> Certified U.S. Mail</p><p><input type="checkbox"/> Registered U.S. Mail</p></div></div>
	<div style="display: flex; justify-content: space-between;"><div><p>Name Organization Address City, State, ZIP Email Fax</p></div><div></div></div>	<div style="display: flex; flex-direction: column; align-items: center;"><div><input type="checkbox"/> E-mail</div><div><input type="checkbox"/> Fax</div><div><input type="checkbox"/> Hand Delivery</div></div>	<div style="display: flex; justify-content: space-between;"><div><p><input type="checkbox"/> First Class U.S. Mail</p><p><input type="checkbox"/> Certified U.S. Mail</p><p><input type="checkbox"/> Registered U.S. Mail</p></div></div>

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date signed and submitted Jan 30, 2017

Print Name Lisa Schaefer

Signature 

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT I

REID, MCCARTHY, BALLEW & LEAHY, L.L.P.

ATTORNEYS AT LAW

Russell J. Reid
Michael R. McCarthy
David W. Ballew
Thomas A. Leahy
Jack Holland

www.rmbllaw.com

February 13, 2017

VIA EMAIL ONLY

Michael P. Sellars
Executive Director
Public Employment Relations Commission
112 Henry Street Northeast, Suite 300
P.O. Box 40919
Olympia, Washington 98504-0919

Re: Teamsters Local 690 / Lincoln County / Case 128467-U-16 (Decision 12648—PECB); Case 128468-U-16 (Decision 12649—PECB)

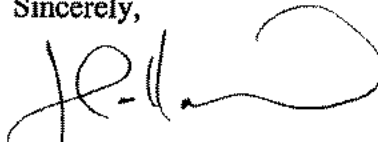
Notice of Withdrawal

Dear Executive Director Sellars:

With regard to the matters referenced above, and to which Teamsters Local 690 filed a notice of appeal on January 30, 2017, the Union hereby respectfully requests to withdraw the Unfair Labor Practice complaints and the attendant notices of appeal with the Commission.

Please feel free to contact me with any questions or concerns.

Sincerely,



Jack Holland

cc: Joe Kuhn, Teamsters Local 690
Lincoln County Commissioners
David Dewirst, Freedom Foundation

CERTIFICATE OF SERVICE

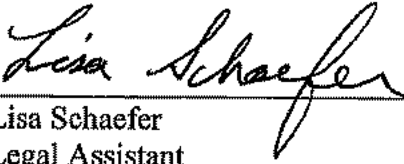
The undersigned hereby certifies that on the 13th day of February, 2017, she caused the original of a **Notice of Withdrawal and Certificate of Service** to be filed by e-mail to:

Michael P. Sellars, Executive Director
Public Employment Relations Commission
Post Office Box 40919
Olympia, WA 98504-0919
Email: filing@perc.wa.gov

with a true and correct copy to be served electronically to:

Scott M. Hutsell
Lincoln County Commissioners
P.O. Box 28
Davenport, WA 99122
Email: shutsell@co.lincoln.wa.us

David Dewhirst
Litigation Counsel
Freedom Foundation
P.O. Box 552
Olympia, WA 98507
Email: DDewhirst@myfreedomfoundation.com



Lisa Schaefer
Legal Assistant

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT J

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 690,

Complainant,

vs.

LINCOLN COUNTY,

Respondent.

CASE 128467-U-16 and
128468-U-16

ORDER CLOSING CASE

An unfair labor practice complaint was filed with the Public Employment Relations Commission under Chapter 391-45 WAC, alleging that the above-named respondent committed unfair labor practices. The complainant has subsequently requested, in writing, that the complaint be withdrawn.

ORDER

The withdrawal of the complaint filed in the above-captioned matter is accepted, and the case is CLOSED.

ISSUED at Olympia, Washington, this 15th day of February, 2017.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director



PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
PO BOX 40919
OLYMPIA, WASHINGTON 98504-0919

MARILYN GLENN SAYAN, CHAIRPERSON
MARK E. BRENNAN, COMMISSIONER
MIKE SELLARS, EXECUTIVE DIRECTOR

RECORD OF SERVICE - ISSUED 02/15/2017

ORDER CLOSING CASE has been mailed by the Public Employment Relations Commission to the parties and their representatives listed below:

BY: LORENE ROSS

CASE NUMBER: 128467-U-16 and 128468

EMPLOYER: LINCOLN COUNTY
ATTN: LINCOLN COUNTY COMMISSIONERS
450 LOGAN ST
BOX 28
DAVENPORT, WA 99122
rcoffinan@co.lincoln.wa.us
(509) 725-3031

REP BY: DAVID DEWHIRST
FREEDOM FOUNDATION
PO BOX 552
OLYMPIA, WA 98507
ddewhirst@myfreedomfoundation.com
(360) 956-3482

STEPHANIE OLSON
FREEDOM FOUNDATION
PO BOX 552
OLYMPIA, WA 98507
solson@myfreedomfoundation.com
(360) 956-3482

GREG OVERSTREET
FREEDOM FOUNDATION
P.O. BOX 552
OLYMPIA, WA 98507
goverstreet@freedomfoundation.com
(360) 956-3482

PARTY 2: TEAMSTERS LOCAL 690
ATTN: VAL HOLSTROM
1912 N DIVISION STE 200
SPOKANE, WA 99207-2271
vholstrom@teamsterslocal690.org
(509) 455-9410

REF BY:

JACK HOLLAND
REID, MCCARTHY, BALLEW & LEAHY, L.L.P.
100 W HARRISON ST
NORTH TOWER STE 300
SEATTLE, WA 98119-4143
jack@rmbllaw.com
(206) 285-3610

SUE GEMMELL
TEAMSTERS LOCAL 690
1912 N DIVISION STE 200
SPOKANE, WA 99207
sue@teamsterslocal690.org
50945594010

JOSEPH KUHN
TEAMSTERS LOCAL 690
1912 N DIVISION #STE 200
SPOKANE, WA 99207
jkuhn@teamsterslocal690.org
(509) 455-9410

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT K

BOARD OF:

Lincoln
County
Commissioners

LINCOLN COUNTY, WASHINGTON
PO. Box 28 - DAVENPORT, WASHINGTON 99122
OFFICE PHONE: (509) 725-3031 - FAX: (509) 725-2034
Regular Meetings First & Third Monday of Each Month

Joe Kuhn
Teamsters Local 690
1912 North Division #200
Spokane, WA 99207
Phone: 509.455.9410
Email: jkuhn@teamsterslocal690.org

Delivered via E-mail & U.S. Mail

Re: Collective bargaining negotiations for the Commissioned Law Enforcement and Non-Commissioned Sheriff's Office bargaining units

Dear Mr. Kuhn,

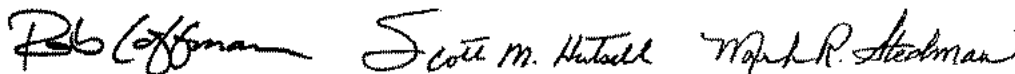
According to Article 24.1 of the existing collective bargaining agreements between Lincoln County and the two bargaining units indicated above and represented by Teamsters Local 690, those CBAs are both scheduled to expire December 31, 2016. Article 24.1 requires that if a party "desires to modify the agreement," it shall notify the other party in writing 60 days prior to December 31, 2016.

The Board of County Commissioners intends to honor all of the negotiated provisions of the CBAs, including the negotiated COLA's currently in both of the agreements, which will take effect in 2017. Under the terms of the CBA and RCW 41.56.123, these CBAs may remain effective after their expiration.

While the Board of County Commissioners does not have a desire to modify either agreement, we remain entirely open to entering collective bargaining negotiations should the Sheriff's Deputies and employees, by and through their Union, wish to do so. Please notify us if you so wish, and we will schedule a mutually agreeable time to meet.

The Board of County Commissioners remains proud of and grateful to all the public servants within the Sheriff's Office for their continuing commitment to public service and public safety.

Sincerely,



Rob Coffman
Chairman

Scott M. Hutsell
Vice- Chairman

Mark R. Stedman
Member

Cc: Wade Magers, Sheriff
Mike Stauffer & Gabe Gants, Union Shop Stewards for Commissioned Employees
Brad Sweet & Tom Sherbon, Union Shop Stewards for Non-Commissioned Employees

MARK STEDMAN
Commissioner District No. 1
Harrington, Washington 99122

SCOTT M. HUTSELL
Commissioner District No. 2
Davenport, Washington 99122

ROB COFFMAN
Commissioner District No. 3
Wilbur, Washington 99185

SHELLY JOHNSTON
Clerk of the Board
Davenport, Washington 99122

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT L

BOARD OF:

Lincoln
County
Commissioners

LINCOLN COUNTY, WASHINGTON
PO. Box 28 - DAVENPORT, WASHINGTON 99122
OFFICE PHONE: (509) 725-3031 - FAX: (509) 725-2034
Regular Meetings First & Third Monday of Each Month

November 2, 2016

Joe Kuhn
Teamsters Local 690
1912 North Division #200
Spokane, WA 99207
Phone: 509.455.9410
Email: jkuhn@teamsterslocal690.org

Delivered via E-mail

Re: Lincoln County Board's response to Kuhn's question about Board's October 31, 2016 letter

Mr. Kuhn,

After our letter of October 31, 2016, you contacted Commissioner Scott Hutsell¹ and the Deputy Clerk of the Board, Marci Patterson.² You inquired whether the Board was prepared to "roll all the provisions for another 3-year agreement?" This letter is a response to that specific inquiry. To be clear, we do not consider this correspondence "negotiations" or "collective bargaining." As stated in our previous letter, please notify us if either or both of the two bargaining units in the Sheriff's office wish to enter negotiations.

As stated in our letter dated October 31, 2016, the Board does not have a desire to modify either agreement. However, there may be provisions in either contract that, as negotiated and by their own terms, expire on dates certain. For instance, Article 8.3 of the Non-Commissioned Officers Contract states that employees will receive an additional 3% wage increase each year, for the remainder of the three-year contract, above and beyond the normal COLA increases.³ Additionally, Article 8.5 would not carry over, because review of a potential \$25 increase was specifically negotiated to occur during the 2015 wage opener. The Board understands that provisions negotiated to expire on specified dates expire on those dates. If the terms of the agreement carried over through 2017, those terms would not include negotiated provisions explicitly set to expire at a specified time. It is the Board's understanding and position that all the benefits not negotiated to expire at a specified time (e.g. December 31, 2016) would carry over into 2017.

The Board understands that generally, it may continue honoring the provisions of an expired CBA for one year. Therefore, the Board anticipates that it would negotiate a new CBA with each of the Sheriff's Office bargaining units in 2017 that would take effect on January 1, 2018.

¹ You asked Commissioner Hutsell the following: "Scott does this mean that you are willing to roll all the provisions for another 3 year agreement? I have not spoken with my groups."


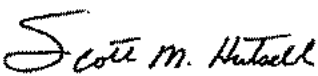

² You asked Marci Patterson the following: Thank you. "Does this mean that they are willing to roll the provisions for an additional 3 years?"

³ "Effective January 1, 2014 all bargaining unit employees will receive a 3% wage increase in addition to the COLA and an additional 3% wage increase each year thereafter for the remainder of the contract."

Due to time constraints in finalizing the 2017 budget, please let us know by Monday, November 14, 2016 if the bargaining units represented by Teamsters Local 690 wish to enter into negotiations or move forward into 2017 under the terms set forth in the current CBAs.

Finally, please let us know of your intentions, or if you have further questions, by responding in writing to all members of the Board of County Commissioners.

Sincerely,

Rob Coffman
Chairman

Scott M. Hutsell
Vice Chairman

Mark R. Stedman
Member

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT M

David Dewhirst

Subject: FW: meeting dates
Date: Monday, February 27, 2017 at 1:58:01 PM Pacific Standard Time
From: Marci Patterson <mpatterson@co.lincoln.wa.us>
To: David Dewhirst <DDewhirst@freedomfoundation.com>

Marci

From: Joe Kuhn [mailto:jkuhn@teamsterslocal690.org]
Sent: Tuesday, November 8, 2016 3:11 PM
To: Marci Patterson <mpatterson@co.lincoln.wa.us>
Cc: Rob Coffman <rcoffman@co.lincoln.wa.us>; Scott Hutsell <shutsell@co.lincoln.wa.us>; Mark R. Stedman <mstedman@co.lincoln.wa.us>
Subject: RE: meeting dates

Let me check. I know the 14th will not work and I am checking on the 21st.

From: Marci Patterson [mailto:mpatterson@co.lincoln.wa.us]
Sent: Tuesday, November 8, 2016 3:02 PM
To: Joe Kuhn
Cc: Rob Coffman; Scott Hutsell; Mark R. Stedman
Subject: meeting dates

Joe,

The commissioners are available to meet with you in the afternoon of Monday, the 14th of November or the afternoon of Monday, the 21st of November. If you are unavailable on those particular those dates, the Commissioners are amenable to recessing either of those scheduled meetings to reconvene at a date and time that can accommodate both parties. Please let me know if either of those dates work for you.

Thank you.

Marci Patterson
Deputy Clerk of the Board
Benefits Coordinator
509-725-3031

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT N

David Dewhirst

Subject: FW: meeting dates
Date: Monday, February 27, 2017 at 1:57:07 PM Pacific Standard Time
From: Marci Patterson <mpatterson@co.lincoln.wa.us>
To: David Dewhirst <DDewhirst@freedomfoundation.com>

Marci

From: Marci Patterson
Sent: Friday, December 30, 2016 1:40 PM
To: 'Joe Kuhn' <jkuhn@teamsterslocal690.org>
Cc: Rob Coffman <rcoffman@co.lincoln.wa.us>
Subject: RE: meeting dates

Hi Joe,

I hope you had a Merry Christmas and enjoyed your vacation!
The 17th is a regularly scheduled Commissioner's Meeting and I have you scheduled at 1pm on the agenda. It's hard to say if there will be additional people there as Commissioner meetings are typically not that well attended.

We will see you then!

Marci

From: Joe Kuhn [<mailto:jkuhn@teamsterslocal690.org>]
Sent: Tuesday, December 27, 2016 1:03 PM
To: Marci Patterson
Cc: Rob Coffman
Subject: RE: meeting dates

Sorry I was on vacation and I'm not sure if I responded or not. I will be there on the 17th at 1PM. Will this be with the board or will this be with additional people. If this is going to be a public meeting we will meet however we are not giving up our position regarding the resolution that was passed and the subsequent ULP charge that was filed.

From: Marci Patterson [<mailto:mpatterson@co.lincoln.wa.us>]
Sent: Tuesday, December 20, 2016 1:33 PM
To: Joe Kuhn
Cc: Rob Coffman
Subject: RE: meeting dates

Joe~

How about 1:00PM on the 17th? That seems to be a good time for the Board.

Thank you.

Marci

From: Joe Kuhn [mailto:jkuhn@teamsterslocal690.org]
Sent: Tuesday, December 20, 2016 1:24 PM
To: Marci Patterson
Cc: Rob Coffman
Subject: RE: meeting dates

Both of those dates work what time?

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: Marci Patterson <mpatterson@co.lincoln.wa.us>
Date: 12/20/16 1:18 PM (GMT-08:00)
To: Joe Kuhn <jkuhn@teamsterslocal690.org>
Cc: Rob Coffman <rcoffman@co.lincoln.wa.us>
Subject: meeting dates

Hi Joe,

Per our email conversations on November 8th, the Commissioners suggested meeting the 14th or the 21st of November or any date and time that would accommodate both parties. You replied, that the 14th would not work but you were checking on the 21st. However, we did not receive a reply regarding the November 21st date. Those November (or any counter-proposed) meeting dates would have been very beneficial in preparing the 2017 budget and were the earliest dates available to the Commissioners. However, consistent with all our prior communications, the Commissioners are willing to meet, discuss, and negotiate new terms for the CBAs at any mutually agreeable date and time. On December 14, we received an email from you asking for dates that the Commissioners are available to meet with you to discuss your initial proposals.

The next regularly scheduled Commissioner Meetings are Tuesday, January 3rd and Tuesday, January 17th. Again, if you are unavailable on those particular those dates, the Commissioners are amenable to recessing either of those scheduled meetings to reconvene at a date and time that can accommodate both parties.

Please let me know if either of those dates work for you.

Thank you.

Marci Patterson
Deputy Clerk of the Board
Benefits Coordinator
509-725-3031

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT O

David Dewhirst

Subject: FW: negotiations
Date: Monday, February 27, 2017 at 1:57:17 PM Pacific Standard Time
From: Marci Patterson <mpatterson@co.lincoln.wa.us>
To: David Dewhirst <DDewhirst@freedomfoundation.com>

Marci

From: Marci Patterson
Sent: Friday, February 3, 2017 9:12 AM
To: 'Joe Kuhn' <jkuhn@teamsterslocal690.org>
Subject: RE: negotiations

Ok. I will need to talk to the BOCC on Monday about times for the next meeting – the 21st was all that was provided to me. I will get back to you on Monday.

Thank you.

Marci

From: Joe Kuhn [<mailto:jkuhn@teamsterslocal690.org>]
Sent: Thursday, February 2, 2017 4:56 PM
To: Marci Patterson <mpatterson@co.lincoln.wa.us>
Subject: RE: negotiations

I am scheduled for mediation on that day all day in Pullman. I am going to put together a proposal for each group outlining the articles that the Commissioners accepted and show the modifications to our counter proposal so that they can at least see what we are proposing for the next meeting

From: Marci Patterson [<mailto:mpatterson@co.lincoln.wa.us>]
Sent: Wednesday, February 1, 2017 10:35 AM
To: Joe Kuhn
Subject: RE: negotiations

Ok- no problem. The next meeting is on the 21st of Feb (that is a Tuesday) and we currently have an 11:00 available or a 1:30 available. Please let me know if either of those times would work for you.

Thanks Joe!

Marci

From: Joe Kuhn [<mailto:jkuhn@teamsterslocal690.org>]
Sent: Tuesday, January 31, 2017 8:21 AM
To: Marci Patterson <mpatterson@co.lincoln.wa.us>
Subject: RE: negotiations

Im sorry that time is already tied up for me what is the next date?

From: Marci Patterson [<mailto:mpatterson@co.lincoln.wa.us>]
Sent: Monday, January 30, 2017 2:51 PM
To: Joe Kuhn
Subject: RE: negotiations

Good Afternoon~

It looks like the next date that we have available is the next Commissioners meeting on Feb 6, 2017 (Monday) and we have a 1:00pm spot open. Please let me know if that works for you. If not, please let me know as soon as possible so we can get a date secured.

Thank you.

Marci

From: Joe Kuhn [<mailto:jkuhn@teamsterslocal690.org>]
Sent: Friday, January 27, 2017 4:12 PM
To: Scott Hutsell <shutsell@co.lincoln.wa.us>; Marci Patterson <mpatterson@co.lincoln.wa.us>
Subject: negotiations

I am working on getting a revised proposal ready for another meeting but it will not be ready for this Monday. Let me know what the next date that works for you all. Thx

Supplement to Unfair Labor Practice Complaint
Filed by Lincoln County/Lincoln County
Commissioners
Against Teamsters Local 690
February 27, 2017

EXHIBIT P

David Dewhirst

Subject: FW: Counter proposal

Date: Monday, February 27, 2017 at 2:34:40 PM Pacific Standard Time

From: Marci Patterson <mpatterson@co.lincoln.wa.us>

To: David Dewhirst <DDewhirst@freedomfoundation.com>

Marci

From: Joe Kuhn [mailto:jkuhn@teamsterslocal690.org]

Sent: Monday, February 13, 2017 11:53 AM

To: Marci Patterson <mpatterson@co.lincoln.wa.us>

Subject: RE: Counter proposal

Yes. Lets hold that. Thank you

From: Marci Patterson [mailto:mpatterson@co.lincoln.wa.us]

Sent: Monday, February 13, 2017 11:51 AM

To: Joe Kuhn

Subject: RE: Counter proposal

Ok – does 10:00 work for you?

Thank you.

Marci

From: Joe Kuhn [mailto:jkuhn@teamsterslocal690.org]

Sent: Monday, February 13, 2017 11:47 AM

To: Marci Patterson <mpatterson@co.lincoln.wa.us>

Subject: RE: Counter proposal

Lets shoot for the morning of the 27th.

From: Marci Patterson [mailto:mpatterson@co.lincoln.wa.us]

Sent: Monday, February 13, 2017 10:51 AM

To: Joe Kuhn

Subject: RE: Counter proposal

Good Morning Joe~

I have spoken with the BOCC and the next few dates that I have available are February the 22nd (any time that day), the 27th (during the morning) or the 28th (any time during that day). Please let me know if any of these dates work for you and if so, please provide a time that would work as well.

Thank you.

Marci

From: Joe Kuhn [<mailto:jkuhn@teamsterslocal690.org>]
Sent: Friday, February 10, 2017 9:55 AM
To: Marci Patterson <mpatterson@co.lincoln.wa.us>; Rob Coffman <rcoffman@co.lincoln.wa.us>; Scott Hutsell <shutsell@co.lincoln.wa.us>
Cc: Wade Magers <WMagers@co.lincoln.wa.us>
Subject: Counter proposal

Please see the attached counter proposal for both groups.
They reflect what you have accepted and modifications to our first proposals.

The Deputies medical premium cost share is not in alignment with comparable counties.

**BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION
STATE OF WASHINGTON**

Lincoln County / Board of Lincoln County
Commissioners,

Complainant,

v.

Teamsters Local 690,

Respondent.

Case No.:

CERTIFICATE OF SERVICE

I certify that I served a copy of this Unfair Labor Practice Complaint (Commissioned Employees) on all parties on February 27, 2017.

Joe Kuhn, Business Representative
Teamsters Local 690
1912 North Division #200
Spokane, WA 99207
jkuhn@teamsterslocal690.org

Served by E-mail Transmission on February 27, 2017
pursuant to WAC 391-08-120(5)(b)(iv).

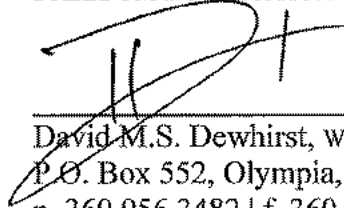
Jack Holland
Counsel for Teamsters Local 690
1000 W. Harrison, North Suite 300
Seattle, WA 98119
jack@rmbllaw.com

Served by E-mail Transmission on February 27, 2017
pursuant to WAC 391-08-120(5)(b)(iv).

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated on February 27, 2017 at Olympia, WA.

FREEDOM FOUNDATION



David M.S. Dewhirst, WSBA #48229
P.O. Box 552, Olympia, WA 98507
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DDewhirst@freedomfoundation.com