



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 Teamsters Local 690
Contact Joe Kuhn
Address 1912 North Division #200
City, State, ZIP Spokane, WA, 99207
Telephone 509-455-9410 Ext. _____
Email jkuhn@teamsterslocal690.org

RESPONDENT Lincoln County Commissioners
Contact Scott M. Hutsell
Address PO Box 28
City, State, ZIP Davenport, WA, 99122
Telephone 509-725-3031 Ext. _____
Email shutsell@co.lincoln.wa.us

EMPLOYER Lincoln County Sheriff's Office
Contact Wade Magers, Sheriff
Address 404 Sinclair St / PO Box 367
City, State, ZIP Davenport, WA, 99122
Telephone 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 Office

Department 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 COMPLAINANT

Print Name Jack Holland
Address 100 W. Harrison, North Suite 300
City, State, ZIP Seattle, WA, 98119

Telephone 206-285-3610 Ext. _____

Email jack@rmbllaw.com

Signature  **Date** 9.29.16

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. 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. Prior to passing Resolution 16-22, the County and the Union did not agree to opening collective bargaining negotiations to the public. The Union still does not agree to this.

9. Further, prior to passing Resolution 16-22, an interest arbitrator did not issue an order that would allow the public to be present at collective bargaining negotiations.

10. 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 make public all future collective bargaining negotiations, nor did an interest arbitrator issue an order to make open to the public all future collective bargaining sessions.² In addition, 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

11. A grievance has not been filed.

Remedy Requested

12. The Union seeks a finding that Lincoln County Resolution 16-22 violates Washington State law. Further, because the parties neither agreed to make public all future collective bargaining negotiations, nor did an interest arbitrator issue an order to make open to the public all future 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—10), 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 who may be present at negotiations between the County and the Union;

² 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).

13. 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;

14. 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).

15. 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;

16. 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);

17. 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.

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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.

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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 Sheriffs 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.

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

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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 (1/2) 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

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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:

FOR THE GUILD:

Scott M. Hutsell
Scott M. Hutsell, Chairman

Mark P. Stedman
Mark Stedman

Rob Coffman
Rob Coffman

Wade W. Magers
Wade Magers, Sheriff

Michael C. Stauffer
Mike Stauffer, Negotiator

Gabe Gants
Gabe Gants, Negotiator

Brandon Wilson
Brandon Wilson, Negotiator

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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	240	3093	3276	3457	3640	3731	3824	3920	4018
911 Dispatch		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:				
			Per BOCC 12/2013	Base	Adjusted	100	6603
Sheriff	100%	500	2014 Sheriff	6503	100	6603	
Undersheriff	95%		2015		200		
Chief Criminal Deputy	90%		2016		300		
911 Communications Lead	80%		2017		400		
Civil Deputy	75%		2018		500		
Jail Supervisor	75%						

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 29th day of September, 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