STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 839, Complainant, vs. FRANKLIN COUNTY, Respondent.	CASE 139156-U-24 DECISION 14111 - PECB
In the matter of the petition of: FRANKLIN COUNTY CORRECTIONS GUILD/WASHINGTON FRATERNAL ORDER OF POLICE, Involving certain employees of: FRANKLIN COUNTY.	CASE 138123-E-24 DECISION – 14111 PECB CORRECTED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

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Anthony F. Menke, Attorney at Law, Menke Jackson Beyer, LLP, for Franklin County.

Jared Paulsen and *Daniel E. Thenell*, Attorneys at Law, Thenell Law Group, P.C., for the Franklin County Corrections Guild/Washington Fraternal Order of Police.

These matters arise from a change of representation petition filed by the Franklin County Corrections Guild/Washington Fraternal Order of Police (guild) on January 2, 2024, seeking to represent corrections deputies, corporals, and sergeants employed by Franklin County (employer). The petitioned-for employees are currently represented by Teamsters Local 839 (Teamsters or union).

The petition has resulted in two elections to date: a mail ballot election tallied on February 29, 2024, in which an equal number of ballots were cast for the guild and for Teamsters (16-16); and a runoff election. Ballots in the runoff were mailed to voters on May 14, 2024, and tallied June 5, 2024. The guild prevailed by a margin of two votes (21-19).

On June 11, 2024, employee Marcus Truitt, employee Saul Arrieta, and Teamsters each filed objections to the runoff election. Truitt alleged that he had never received a ballot and was therefore unable to vote. Arrieta alleged that his ballot did not arrive until the day after the election was tallied. Teamsters objected both to Truitt and Arrieta's inability to cast ballots and to pre-election employer conduct related to an April 11, 2024, lunch meeting.

On June 26, 2024, Teamsters also filed an unfair labor practice complaint against the employer stemming from the April 11 lunch meeting. The complaint was reviewed under WAC 391-45-110. A cause of action statement was issued on July 3, 2024. On the same day, the election case was blocked pursuant to WAC 391-25-370.

On July 25, 2024, the Commission issued *Franklin County*, Decision 13919 (PECB, 2024) in the election case, finding that the election objections could not be resolved without a hearing. The Commission ordered that the objections be consolidated for hearing with Teamsters' unfair labor practice complaint and delegated authority to the undersigned to enter findings of fact and conclusions of law.

ISSUES

The unfair labor practice complaint alleges the following:

> Employer domination or assistance of a union in violation of RCW 41.56.140(2) [and if so, derivative interference in violation of RCW 41.56.140(1)] within six months of the date the complaint was filed, by showing a preference to the Guild, providing unlawful assistance to the Guild, and assisting the Guild in a way it did not assist the Teamsters during the pendency of [a] representation petition.
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> Employer interference with employee rights in violation of RCW 41.56.140(1) within six months of the date the complaint was filed, by showing a preference to

> the Guild, providing unlawful assistance to the Guild, and assisting the Guild in a way it did not assist the Teamsters during the pendency of a representation petition.[1]

The election objections issues framed for hearing by the Commission include

> Whether [a] meeting held on April 11, 2024, violated WAC 391-25-140(3).
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> Whether statements made by the employer during the meeting held on April 11, 2024, violated WAC 391-25-140(3).
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> Whether, under WAC 391-25-590(2), any conduct or procedures prevented Saul Arrieta from casting a ballot in the election.
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> Whether, under WAC 391-25-590(2), any conduct or procedures prevented Marcus Truitt from casting a ballot in the election.

The evidence shows that, through its conduct and statements related to the April 11, 2024, meeting, the employer committed unlawful domination and interference and violated WAC 391-25-140(3). There is insufficient evidence to find that conduct or procedures prevented Truitt and Arrieta from casting a ballot.

BACKGROUND

The employer maintains a sheriff's department, headed by Sheriff James D. Raymond. The department is split into two "sides" for purposes of its operations: a patrol side and a corrections side. The corrections side is responsible for maintaining a secure jail facility. The command staff within the sheriff's department includes two lieutenants, a captain, two commanders, an undersheriff, and Sheriff Raymond.

The sheriff's department is located in a wing of the employer's courthouse complex in Pasco, Washington. There are two floors. Corrections administration and the secure jail areas are on the

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[1] The cause of action statement issued in case 139156-U-24 contained a clerical error misstating the applicable statute as chapter 41.80 RCW. Chapter 41.56 is applicable. No party has objected to the error as a procedural concern.

first floor. The patrol and central administration offices are on the second floor. There is also a training room on the second floor.

To access the sheriff's department, including the training room, there are two levels of secure entrances at which a visitor must stop, state their purpose, and be admitted through. An additional sally port leads from the sheriff's department into the secure jail areas.

The Two Competing Labor Organizations

Teamsters has been the exclusive bargaining representative of "all non-supervisory corrections personnel" of the employer, including corrections deputies, corporals, and sergeants, since the Franklin County Corrections Officers Association affiliated with Teamsters in April 2020. *Franklin County*, Decision 13181 (PECB, 2020).

The guild is a new labor organization affiliated with the Washington Fraternal Order of Police (FOP). FOP-affiliated guilds represent other bargaining units within the sheriff's department, including the patrol deputies, support specialists, and a command staff bargaining unit of lieutenants, captains, and commanders. The FOP guilds all utilize Dan Thenell of the Thenell Law Group, P.C., as their attorney.

The FOP also functions as a fraternal organization that individuals in the law enforcement field can join on their own. Limited details of how this side of the FOP operates were introduced into the record, but the undersigned accepts the undisputed, general hearsay statements of command staff witnesses that individuals can pay money to the FOP and receive benefits, such as access to a legal defense fund. Commander Marcus Conner testified that receiving these benefits is also a "common arrangement" when employees become represented for purposes of collective bargaining by an FOP-affiliated guild.

Election History

The election period for the pending change of representation petition began when the petition was filed on January 2, 2024. After the first election resulted in a tie on February 29, 2024, Representation Case Administrator Emily Whitney notified the parties that a runoff election would occur. Whitney then worked with the parties' representatives to obtain an accurate, updated list of

eligible voters. On May 6, 2024, Whitney announced the dates for the runoff election, May 14 to June 5, 2024.

The list of eligible voters for the runoff election contained 46 employees.

April 11 Training and FOP Pizza Lunch

The employer holds six annual day-long trainings for corrections deputies, corporals, and sergeants. Each training is put on twice, with half the squad attending at one time, so that adequate staffing can be maintained at the jail. Attendance at one of the two trainings is mandatory for bargaining unit employees. Two corrections lieutenants are responsible for planning and facilitating the trainings. Aptly, the trainings take place in the training room.

The employer scheduled a set of training days to take place on April 9 and 11. A schedule was issued, listing training topics to be covered from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., with lunch from 12:00 noon to 1:00 p.m. The lunch period on training days is unpaid time for bargaining unit members.

Approximately one week before the April training days, Lieutenant Mark Tennancour and Thenell coordinated a visit by Thenell to the employer's workplace. Specifically, Tennancour's testimony was that Thenell reached out to him through "personal text messages" and inquired about coming in to "do questions or bring in lunch" to bargaining unit members on the training days. Tennancour and Thenell originally discussed Thenell appearing on both the April 9 and 11 training days, but Thenell was unavailable on April 9.

Sheriff Raymond personally approved Thenell's visit to the workplace. The morning of April 11, Tennancour checked in with Raymond to make sure he was still permitted to admit Thenell.

Nineteen members of the bargaining unit attended training on April 11. Shortly before noon, attendees were informed by Tennancour that a representative from the FOP was coming to bring them lunch that day. Tennancour testified that he'd made it clear that employees were free to leave and staying for the lunch was voluntary but that he'd informed employees that an FOP

representative wanted to have "some interaction or some discussions with you guys" over free pizza. A couple employees left, but most remained.

Thenell arrived five to ten minutes after noon and called Conner to be admitted to the training room. Conner denied knowledge of Thenell's impending visit before Thenell called him. Nonetheless, Thenell was readily admitted.

Thenell seated himself at a table at the front of the training room, facing attendees. When a pizza delivery person arrived downstairs a few minutes later, Tennancour assisted in getting the pizza into the building, walking downstairs to let the delivery person in, while Thenell remained in the training room with bargaining unit members.

For 45 to 50 minutes, Thenell sat at the front of the training room with Tennancour and put on what Tennancour agreed at hearing could be described as "a commercial for the FOP." Tennancour testified that Thenell advertised to bargaining unit members "some of the benefits of FOP, the legal defense, the FOP insurance, and things like that." Tennancour initially denied that the pending election was a subject of the discussion, but he later agreed that there was a question and answer about attendees becoming an FOP member "[b]y way of representation."

Tennancour also acknowledged that one employee raised a question about Teamsters during the lunch session. What the question was or how it was answered were not made clear by the record, though Tennancour's testimony suggested that the person who asked the question left the training shortly thereafter.

Partway through the lunch, Commander Conner entered the room and joined the discussion. Conner proceeded to tell attendees "his personal experience . . . about the benefits of having the legal defense fund." He relayed an experience in which he was involved in an on-duty shooting as a sergeant and the benefit he felt the FOP legal defense fund had provided in that circumstance.

Conner claimed to attendees "at least twice" that he was not advocating for any particular election outcome and that employees could become members of the FOP as a fraternal organization regardless of who represented them for collective bargaining. He testified that, to the extent

comparison was being made to attendees between Teamsters and the FOP while he was present, it was "in the sense that FOP is . . . bigger than a labor organization."

Over the course of the lunch hour, several bargaining unit members filtered out. Employees from the other FOP-represented bargaining units came in and out of the room to partake of the pizza provided by Thenell. The lunch wrapped up, and the mandatory training resumed around one o'clock.

Command staff acknowledged that, before the representation petition was filed, the FOP had never previously been invited to, nor asked to, hold an on-site meeting with the corrections deputies, corporals, and sergeants to advertise for them to become members of the FOP.

Teamsters Secretary-Treasurer Russell Shjerven provided testimony that, in the wake of the April 11 lunch meeting, four or five bargaining unit members contacted Teamsters and revoked their dues authorizations. He asserted that, prior to April 11, Teamsters had always had 100 percent dues enrollment from the bargaining unit.

Comparative Treatment of Teamsters

The employer did not grant Teamsters similar access to its training room during the elections period to put on its own "commercial" for bargaining unit members alongside command staff. Instead, the parties have been engaged in a protracted dispute since 2020 over the union's access to the workplace to represent the bargaining unit.

In the months after Teamsters became the exclusive business representative of the bargaining unit in April 2020, Teamsters Business Representative Jesus Alvarez made visits to the workplace to investigate potential grievances and provide representation to bargaining unit members.[2] In October 2020, after Alvarez went to the workplace to intercede on an employee's behalf with

[2] In this paragraph, I rely on findings of fact made by Arbitrator Robin A. Romeo in a February 18, 2022, decision and award in a grievance arbitration between the parties. The arbitrator's awards and the subsequent decisions of the Franklin County Superior Court and Court of Appeals, Division III, were admitted by the stipulation of all three parties in this proceeding.

command staff, Raymond issued a decree that command staff would no longer respond to Alvarez. Raymond declared in an email to Alvarez, "This developing environment of corrections deputies squealing to their union rep when they don't get their way is coming to an end." Alvarez was instructed that he was not allowed inside the secure jail area and would have to meet with bargaining unit members in an interview room in the sheriff's office. The employer's human resources (HR) department subsequently stated that if Alvarez needed to inspect an area inside the jail facility, he would need an escort from the sheriff or HR.

Following Raymond's October 2020 decree, Teamsters filed an unfair labor practice complaint with this agency alleging unilateral change. Teamsters also filed a grievance alleging that the decree violated an access provision of the parties' collective bargaining agreement (CBA). The agency granted a request that the unfair labor practice claim be deferred, and the parties presented the grievance case to Arbitrator Romeo.[3]

Romeo sustained Teamsters' grievance in a February 2022 award, finding that the employer's access restrictions violated the parties' CBA. Romeo ordered the employer to rescind the restrictions. The employer did not comply with the award and still had not complied as of the end of the runoff election in June 2024.

The parties held a second hearing with Arbitrator Romeo in May 2022, offering evidence on the limited question of whether the employer had complied with the remedy from the first award. As Romeo detailed in the second decision and award dated July 28, 2022, Alvarez attempted to visit the workplace in April 2022, in the wake of the first arbitration award, and was denied entry to the jail by Sheriff Raymond. Raymond asserted that his interpretation of the first arbitration award gave Alvarez the right to access the jail only when there was an active grievance pending. Arbitrator Romeo ruled that Raymond's revised restrictions on Teamsters' access constituted a

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[3] I take administrative notice of the complaint and deferral to arbitration notice in PERC's case docket for case 133175-U-20 to fill in the procedural history leading to arbitration.

"flagrant attempt" to evade her first award, with which she ordered the employer to immediately comply.

The employer apparently did not comply. Teamsters moved to enforce the arbitration awards in Franklin County Superior Court and prevailed via a summary judgment motion in May 2023. The employer appealed to the Court of Appeals, Division III, arguing that the arbitrator's awards should be vacated. On June 27, 2024, the Court of Appeals affirmed the Superior Court and upheld Romeo's awards. The union has subsequently initiated contempt proceedings against the employer in Superior Court, which remained pending as of the instant hearing.

Teamsters' witnesses testified in the instant hearing that the access dispute between the parties was not just limited to Alvarez's right to enter the secure jail portion of the sheriff's department. As Shjerven testified, "[A]ccess was cut off and cut off for four years, and we could not have direct access at the jail or the facility with our members." Alvarez testified that when he first began representing the corrections bargaining unit, he had been permitted to hold union meetings with free food in the employer's training room, but at some point he was instructed by command staff that he was no longer permitted to do so. Alvarez believed that the directive was provided in writing, and Shjerven testified that he had a recollection of seeing such an email from Raymond or his command staff to Alvarez. By the date of the instant hearing, Alvarez had left the employment of Local 839 and testified that he no longer had access to his Local 839 email to confirm however.[4] Shjerven testified that, during the election period, there were also one or two occasions when Alvarez had requested to see bargaining unit members in the workplace and was denied.

Teamsters did not request the opportunity to hold a lunch meeting with free food for bargaining unit members during the election period. When asked about Teamsters' ability to access the workplace during the election period, command staff acknowledged that they had not reached out

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[4] Though the training room was not referenced, in a July 2, 2024, email admitted via stipulation at hearing, Sheriff Raymond berated Teamsters for Alvarez's alleged history of bringing pizza to bargaining unit members working late hours at the jail. The email was part of a Teamsters filing seeking a contempt of court finding by the Franklin County Superior Court against the employer in the access dispute.

to Teamsters to offer them an opportunity to meet with bargaining unit members. Tennancour emphasized that he had not reached out to Thenell either and that Thenell had contacted him. Conner claimed that employee bargaining representatives, including Teamsters, all have access to the meeting areas of the sheriff's department, provided they arrange time with the sheriff, command staff, or support staff "well in advance" to be put on the calendar for the space. When asked about the last time that he recalled Teamsters utilizing the training room, Conner estimated that it had been two or three years. Tennancour denied his authority, as a lieutenant, to permit Teamsters access to the sheriff's department, stating, "That would have to come from approval from the sheriff."

Truitt and Arrieta Ballots

Employees Truitt and Arrieta each filed signed election objections alleging that their nonreceipt of a ballot during the runoff election prevented them from voting. Teamsters also asserted an objection based on these grounds. Despite being sent the notice of hearing and prehearing instructions from the undersigned, Truitt and Arrieta failed to appear at the hearing to offer evidence in this proceeding. Likewise, Teamsters offered no testimony or exhibits to support these objections.

ANALYSIS

Applicable Legal Standard(s)

Domination

It is an unfair labor practice for an employer to control, dominate, or interfere with a bargaining representative. RCW 41.56.140(2). A domination or "assistance" violation has a high standard of proof, in that it requires proof of employer intent to assist the beneficiary union. *King County*, Decision 2553-A (PECB, 1987). A finding of domination or assistance can be found where the employer has involved itself in the internal affairs or finances of the union, has shown a preference between two unions competing for the same group of employees, or has attempted to create, fund or control a "company union." *State – Department of Labor and Industries*, Decision 9348 (PSRA, 2006) (citing *City of Walla Walla*, Decision 8444 (PECB, 2004)).

Interference

It is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their statutory rights. RCW 41.56.140(1). An employer may interfere with employee rights by making statements, through written communication, or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *remedy aff'd*, *Pasco Housing Authority v. Public Employment Relations Commission*, 98 Wn. App. 809 (2000). An employer interferes with employee rights when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996).

To prove an interference violation, the complainant must prove by a preponderance of the evidence that the employer's conduct interfered with protected employee rights. *Grays Harbor College*, Decision 9946-A (PSRA, 2009); *Pasco Housing Authority*, Decision 5927-A. To meet its burden of proving interference, a complainant need not establish that an employee was engaged in protected activity. *State – Washington State Patrol*, Decision 11775-A (PSRA, 2014); *City of Mountlake Terrace*, Decision 11831-A (PECB, 2014). The complainant is not required to demonstrate that the employer intended or was motivated to interfere with an employee's protected collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee was actually coerced by the employer or that the employer had union animus. *Id*.

Election Objections

A cornerstone of the state's collective bargaining laws is the right of employees to select their representative for purposes of collective bargaining. RCW 41.56.010; *Chimacum School District*, Decision 12623-A (PECB, 2017). Employees have the right to organize and designate a collective bargaining representative without interference. RCW 41.56.040.

The Commission has adopted rules "to assure appropriate conditions for employees to cast their ballots[.]" WAC 391-25-480(5). WAC 391-25-480(5) prohibits conduct in violation of WAC 391-25-140. WAC 391-25-140(3) prohibits an employer from "express[ing] or otherwise

indicat[ing] any preference between competing organizations if two or more employee organizations are seeking to represent its employees." Once a representation petition has been filed, the Commission has held that

> an employer must remain strictly neutral . . . Exclusive use of employer facilities by one union cannot be permitted during the pendency of a representation proceeding, and contractual clauses granting the incumbent union exclusive access to the employer's facilities may not be enforced at such times.

Whatcom County, Decision 8245-A (PECB, 2004); *see also Lower Columbia College*, Decision 8117-B (PSRA, 2005).

During the pendency of representation elections, the Commission strives to maintain the "laboratory conditions" necessary to the determination of the "uninhibited desires of the employees." *Lake Stevens-Granite Falls Transportation Cooperative*, Decision 2462 (PECB, 1986) (citing *General Shoe Corporation*, 77 NLRB 124 (1948)). In *Lake Stevens*, the Commission described laboratory conditions as, "a concept that to us calls for a high degree of purity approaching ideal conditions." *Id.*

Objections may be filed with respect to specific conduct the party filing the objection claims improperly affected the results of the election. WAC 391-25-590(1)(a). Objections filed "by individual employees are limited to conduct or procedures which prevented them from casting a ballot." WAC 391-25-590(2).

Remedies

Fashioning remedies is a discretionary act of the Commission. *University of Washington*, Decision 11499-A (PSRA, 2013) (citing *Public Utility District 1 of Clark County*, Decision 2045-B (PECB, 1989); *State – Department of Corrections*, Decision 11060-A (PSRA, 2012)). The statutes the Commission administers are remedial in nature, and the provisions of those statutes should be liberally construed to effect their purposes. *Id. See International Association of Fire Fighters, Local 469 v. City of Yakima*, 91 Wn.2d 101, 109 (1978).

The Commission's authority to fashion remedial orders has included awards of attorney fees and interest arbitration. *Municipality of Metropolitan Seattle v. Public Employment Relations Commission*, 118 Wn.2d 621, 634 (1992). The Commission has authority to issue appropriate orders that, in its expertise, the Commission "believes are consistent with the purposes of the act, and that are necessary to make its orders effective unless such orders are otherwise unlawful." *Id.* at 634–35.

"An examiner may exercise some creativity when crafting a remedial order, but needs to fit the remedy to the violation and needs to use extraordinary remedies sparingly." *Lower Columbia College*, Decision 8117-B. Circumstances that may merit the use of extraordinary remedies include when a defense is frivolous or when the respondent has engaged in a pattern of conduct showing a patent disregard of its good faith bargaining obligation. *University of Washington*, Decision 11499-A; *State – Corrections*, Decision 11060-A.

Application of Standards

That employees get a full and fair choice who represents them for the purposes of collective bargaining is central to the design of Washington's collective bargaining laws. The choice belongs to employees, and employers may not put their thumb on the scale when employees are deciding. The evidence here shows that the employer assisted one union in its bid to become employees' exclusive bargaining representative during the election period. In so doing, the employer committed unfair labor practices and tainted the election.

Unlawful Domination or Assistance

While the standard for establishing domination has been characterized as a high one, viewing the facts here, there can be little doubt of the correct outcome. Union electioneering is not the purview of the employer. Employer agents and the attorney of one of two rival unions directly coordinated a presentation and free lunch by the attorney for a pre-assembled group of bargaining unit

members.[5] One employer agent admitted to vocally pitching the FOP's legal defense benefit to employees during the lunch. Another conceded that attendees obtaining FOP benefits "by way of representation" was discussed and that the subject of the incumbent union came up.

There is both direct evidence and circumstantial evidence of the employer agents' motives. First, Conner's intent that attendees develop a positive view of the FOP's benefits, which he acknowledged at hearing that employees commonly get by choosing the FOP as their exclusive bargaining representative, is plain from his admitted, favorable remarks. The timing of the presentation—six weeks after an election that had ended in a tie when all parties were awaiting a runoff—combined with the fact that the FOP had never been brought into the workplace to give this type of presentation before strongly supports an inference of intent to influence employees' votes in favor of the guild. *City of Spokane,* Decision 11263 (PECB, 2011) (finding that the timing of new grant of authority to employees supported conclusion of employer intent to assist their organizing efforts); *King County*, Decision 13831-A (PECB, 2025) (citing *Port of Walla Walla*, Decision 9061-A (PORT, 2006); *Pasco Housing Authority*, Decision 6248-A (PECB, 1998) (deviations in practice can be evidence of unlawful intent).

Interference

Via its conduct on April 11, 2024, the employer also interfered in employees' free choice of a representative. Employers must refrain from conduct and speech that employees can reasonably perceive to be a threat or promise associated with some chapter 41.56 RCW-protected activity. The totality of the evidence here shows that command staff welcomed Thenell into an assembly of employees during the election period, sat with him while he delivered an FOP "commercial," encouraged employees to consider the FOP's benefits, and assisted in the delivery of a free lunch to be collegially enjoyed by all segments of the sheriff's department. It is reasonable for employees to perceive from this conduct that if they voted for the guild, not only might they reap the valuable

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[5] The audience was not quite captive, as Tennancour and Conner's unrebutted testimony indicated that employees were told they were free to leave, but the timing of the presentation, when nearly half the bargaining unit votership was assembled for a mandatory training, and the inducement of employees to stay for the lunch hour with a free, convenient lunch were certainly opportune.

FOP legal defense benefit touted by Conner, but that they would also enjoy improved workplace relations with appreciably more favorable treatment from management toward their representative.

Objectionable Conduct – Meeting

The meeting the employer coordinated with Thenell on April 11 violated WAC 391-25-140(3). This election rule prohibits an employer from "express[ing] or otherwise indicat[ing] any preference between competing organizations" during an election period. Laboratory conditions entail "a high degree of purity approaching ideal conditions." *Lake Stevens-Granite Falls Transportation Cooperative*, Decision 2462 (citing *General Shoe Corporation*, 77 NLRB 124). Facilitating an opportunity for one rival union to present what has been admitted to be akin to "a commercial" for its benefits to an assembly of nearly half a bargaining unit's votership, while a runoff election to decide a tie was impending, is inconsistent with the employer's duty to refrain from indicating a preference.

The employer makes much of the fact that it was Thenell who initiated the April 11 lunch opportunity and provided speculative testimony that if Teamsters had asked the same of the employer, it would have been granted a similar opportunity. There is a dispute of fact between the parties about Teamsters' level of access to the workplace at the time of the election period. Not only have I found, above, that the employer intended to assist the guild via its actions, but the employer's speculative argument also lacks credibility.

According to the findings of Arbitrator Romeo's first decision and award, Sheriff Raymond had instructed as early as October 2020 that his command staff no longer respond to Alvarez. I also note that, on at least one occasion outlined in *Franklin County*, Decision 13729 (PECB, 2023), another recent unfair labor practice decision involving these parties, a PERC examiner found that Raymond had refused by email to acknowledge Alvarez's role as the employees' exclusive bargaining representative in 2022, saying to a former bargaining unit leader, "When or if your

guild picks a different president let me know."[6] There is no basis in the record to conclude that if Alvarez had sent "personal text messages" to a lieutenant and attempted to schedule a lunch meeting during the employer's training day, he would have received the same welcome treatment, nor that if he had called Commander Conner and said he was at the employer's doorstep, but Conner had no knowledge that he was coming or why he was there, he would have been readily admitted.

Beyond allowing the meeting, employer agents also participated in it and assisted Thenell in bringing free pizza into the space to be distributed to the bargaining unit. The atmosphere created by the employer agents' positive participation, as discussed above, created a reasonable perception that interfered with the free choice of employees. This disturbs laboratory conditions.

Objectionable Conduct – Employer Speech

Conner's remarks at the meeting also constitute a violation of WAC 391-25-140(3). Conner spoke positively about the FOP legal defense fund and its value to him in an on-duty shooting situation. While Conner disclaimed to the audience that he was not attempting to influence voters, the remarks came during a time when the employer was supposed to be strictly neutral. The first election revealed that Teamsters and the guild were in a dead heat with voters. Conner's positive remarks about the FOP benefits were sufficient to disturb the "high degree of purity" needed for laboratory conditions in the runoff election.

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[6] In *Franklin County*, Decision 13726, Teamsters brought allegations against the employer of discrimination, interference, and refusal to bargain by failing to provide information. In the 2022 incident described above, the examiner found that Sheriff Raymond failed to contact Alvarez with a union-related notice. Raymond sent it instead to the former president of the Franklin County Corrections Officers Association. When corrected and told to send the notice to Alvarez, Raymond responded, "When or if your guild picks a different president let me know. Until then I will continue with notification to the deputies guild president." The examiner determined that the allegation had been pleaded as an information request violation, rather than as a refusal to bargain with a designated representative, which is a separate type of claim, and therefore no violation could be found. Additionally, while Teamsters did not carry its ultimate burden of proving the discrimination alleged in the case under the Commission's multi-step test, the examiner found by a preponderance of the evidence that Sheriff Raymond "has animus against Teamsters Local 839."

The record presents no basis to find that the acts of Conner—a high-ranking member of the employer's command staff, speaking inside the workplace—are not attributable to the employer. "An employer is bound by the conduct of its supervisors because they are agents of the employer." *Mason Public Hospital District 1*, Decision 9996 (PECB, 2008). "Activities, statements, and knowledge of a supervisor are properly attributable to employers when the respondent does not establish a basis for negating the imputation of knowledge." *Grant Public Hospital District 1*, Decision 8378-A (PECB, 2004) (citing *Pinkerton's Inc.*, 295 NLRB 538 (1989)). While the guild argues that Conner was engaged in personal speech protected by the First Amendment and the Washington State Constitution, neither the guild nor the respondent point to any specific facts in the record that would negate the imputation of his speech to the employer.[7]

Objection - Ballots

Truitt, Arrieta, and Teamsters filed election objections alleging that conduct or procedures prevented Truitt and Arrieta from casting a ballot. The Commission found that genuine issues of material fact existed regarding the objections, necessitating a hearing. No evidence was offered by any party at hearing regarding these objections. There is, therefore, insufficient evidence to support this set of objections.

Appropriate Remedy

The Commission remanded the election objections matter with the instruction to "enter findings of fact and conclusions of law on the issues framed" for hearing. It is unclear to the undersigned whether the Commission intended my decision to include an order remedying the election objections, if supported by the evidence, or to leave that to the Commission. After careful deliberation, because the unfair labor practices and objectionable conduct are so intertwined, and with all respect to the Commission's oversight role in representation matters at the agency, the remedy in this decision shall address both matters.

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[7] The guild also failed to provide any legal authority for the undersigned to review and consider to support its argument.

The standard remedy for an unfair labor practice includes ordering the offending party to cease and desist and, if necessary, restore the status quo, make employees whole, post notice of the violation, and publicly read the notice into the record at a meeting of the respondent's governing body. *City of Anacortes*, Decision 6863-B (PECB, 2001). The nexus between the employer's unlawful acts and the change of representation petition is a dimension to be considered carefully. When election objections have been sustained, whether due to an irregularity in the election process or objectionable party conduct, the Commission has typically vacated the election and ordered that a new election be run. *See, e.g., Washington State Language Access Providers*, Decision 13344-B (PECB, 2022); *Glenwood School District*, Decision 13415 (EDUC, 2021).

But guiding caselaw also calls for remedies that are consistent with the purposes of the act and necessary to effectively ensure employee rights. *Municipality of Metropolitan Seattle v. Public Employment Relations Commission*, 118 Wn.2d at 634-635. In one case involving multiple employer offenses of "serious election misconduct," the Commission declared, "[T]his Commission will strictly enforce the statutory policy favoring a free choice of representatives (or no representation), unaffected by campaign misconduct and unfair labor practices." *City of Tukwila*, Decision 2434-A (PECB, 1987). The Commission has placed significant importance on the laboratory conditions for elections and described these conditions as "a concept that to us calls for a high degree of purity approaching ideal conditions." *Lake Stevens-Granite Falls Transportation Cooperative*, Decision 2462 (citing *General Shoe Corporation*, 77 NLRB 124).

Teamsters seeks two extraordinary remedies. It argues that this agency should dismiss the change of representation petition and issue a *Gissel Packing Co.*-style bargaining order mandating that the employer continue to bargain with Teamsters as the exclusive bargaining representative. *See City of Tukwila*, Decision 2434-A (citing *National Labor Relations Board v. Gissel Packing Co.*, 395 U.S. 575 (1969)). It also seeks attorneys' fees and costs, arguing that the employer's defenses were frivolous and that the unfair labor practices combined with the employer's persistent refusal to comply with arbitration awards and court rulings in the ongoing access dispute show a patent disregard of good faith bargaining obligations.

Teamsters also takes aim at the "recidivistic" nature of guild attorney Thenell's pre-election behavior to support its request for extraordinary remedies. Teamsters cites *Benton County*, Decision 13977 (PECB, 2024), in which an examiner recently found that an employer had provided unlawful assistance to a guild represented by Thenell that was petitioning to sever positions from a Teamsters-represented unit. The assistance was provided after Thenell reached out directly to a lieutenant overseeing the unit and requested it.

The guild is not named as a respondent in the unfair labor practice charge. Teamsters had the opportunity to file unfair labor practice charges against the guild for interference or inducement of the employer to commit unfair labor practices. It did not. RCW 41.56.150(1-2); *see also Lower Columbia College*, Decision 8117-B. The election objections drafted by Teamsters were also framed around employer conduct. A pattern of acts by Thenell does not support the imposition of extraordinary remedies against the employer.

In *Lower Columbia College*, Decision 8117-B, the Commission cautioned against the misapplication of extraordinary remedies on par with Teamsters' ask for a bargaining order. In that case, employees who had long been represented by one union and were officers of the incumbent became dissatisfied and contacted another union seeking representation. Without resigning their positions as officers of the incumbent, employees assisted the rival union's organizing efforts in ways that an examiner found interfered with protected rights. An examiner ordered the raiding union to withdraw its representation petition and destroy the showing of interest cards that it had collected supporting the petition. The Commission found the examiner's remedy excessive for the offenses, considering the degree of taint to the representation process attributable to the offenses. The Commission instead ordered that the processing of the representation petition be suspended for thirty days after its order to allow employees time to withdraw their authorization cards if they wished.

The facts of this case differ appreciably from *Lower Columbia*, but nonetheless, I find the dismissal of the representation petition and the issuance of a bargaining order with Teamsters disproportionate to the effect of the employer's unlawful acts. The unlawful acts in question in this proceeding, though serious, occurred well after the petition was filed and after a first election

demonstrated equal support for both possible representatives. To issue a bargaining order would strip employees of their right to make a final decision on a representative, one of the cornerstone rights of our collective bargaining laws. The petition has not been shown to be so fundamentally corrupted by the employer's April 11 conduct that no fair election is possible, meriting the removal of employee choice. *Id.*; *compare with City of Tukwila*, Decision 2434-A (issuing *Gissel Co.* bargaining order where the Commission found "no fair election [was] possible" after employer took advantage of numerous "serious election misconduct" offenses preceding decertification vote). The petition should continue to be processed, the runoff election vacated, and a new election run.

An additional remedy that I find to be warranted by the facts of this case is the opportunity for Teamsters to make a similar presentation to the guild's to bargaining unit members at the workplace. This Commission's case law requires that if an employer allows one competing union to access its facilities, it must grant the same to the other. *King County (King County Security Guild)*, Decision 11223 (PECB, 2011); *Lower Columbia College*, Decision 8117-B. Restoring the true status quo is not achievable here, as the employees who attended the April 11 pizza lunch cannot unhear the pitch they heard from the guild. But simply holding a new election without counteracting the undue advantage gained by the guild by having a chance to directly speak to voters at the workplace would be inadequate to restore the "high degree of purity" required for laboratory conditions. *Lake Stevens-Granite Falls Transportation Cooperative*, Decision 2462.

The union's request for attorneys' fees and costs is also granted. Attorney fees are not automatic but can be granted if (1) such an award is necessary to make the Commission's orders effective and (2) the defense to an unfair labor practice charge is meritless or frivolous, or the respondent has engaged in a pattern of conduct showing a patent disregard of its good faith bargaining obligation. *Lewis County*, Decision 644 (PECB, 1979), *aff'd*, *Lewis County v. Public Employment Relations Commission,* 31 Wn. App. 853 (1982), *rev. denied*, 97 Wn.2d 1034 (1982). "The term 'meritless' has been defined as meaning groundless or without foundation." *Spokane County Fire District 9 (International Association of Fire Fighters Local 2916)*, Decision 3773-A (PECB, 1992) (citing *State ex rel. Washington Federation of State Employees v. Board of Trustees*, 93 Wn.2d 60, 69 (1980)). Defenses that may be novel or debatable "should not shield the charged party from . . .

attorney fees when it is clear that the history of underlying conduct evidence[s] a patent disregard for . . . statutory mandate[s]." *Lewis County*, 31 Wn. App. at 867.

The severity and effect of the misconduct, the meritlessness of certain employer arguments, and the employer's pattern of disdainful disregard for its obligations under state collective bargaining law, combined, persuade me that fees are necessary to effectively enforce employees' rights and ensure future compliance.

First, the misconduct on display in this case was flagrant. This employer disavowed the strict neutrality required by this agency's laws and *intentionally* assisted one party in an election, interfering with employees' cornerstone right to freely choose for themselves and forcing all parties as well as this agency to expend resources on a rerun election.[8] *See Mansfield School District*, Decision 5238-A (EDUC, 1996) (finding attorney fees justified where employer's "blatantly willful" misconduct "attack[ed] the entire system of dispute resolution" under PERC's laws).

Second, the level of attempted craftiness by this employer (*e.g.*, disclaiming to employees at the April 11 meeting and disclaiming to this agency up through its post-hearing briefing that the employer was not advocating for any particular outcome in the election when obvious pretext was evident from the agents' own testimony and the facts surrounding the meeting) merits deterrence. *Compare with State ex rel. Washington Federation of State Employees v. Board of Trustees.*, 93 Wn.2d at 71-72 (reversing attorney fee order where evidence showed violation caused by good faith reliance on advice of counsel).

Finally, the multitude of offenses committed by the employer via its actions related to the April 11 meeting alone, as well as the persistent and disturbing attitude of disregard trickling down from the top of the sheriff's department toward the strictures and obligations of chapter 41.56 RCW, as

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[8] While a representation petition involving represented employees is pending, the incumbent and employer are prohibited from bargaining a successor agreement. WAC 391-25-140(4). The employer's unlawful conduct has also prolonged the period during which employees cannot benefit from an updated collective bargaining agreement.

recounted above, persuades me that an approach of strict enforcement is needed to effect a course correction.

In sum, the election must be rerun. The employer and its agents must remain strictly neutral until the new election is completed. To remedy the effects of the employer's favorable treatment of the guild, before new ballots go out, the employer must permit Teamsters, if it chooses, to hold a one-hour lunch meeting with off-shift bargaining unit members in the employer's training room, without interference. The employer will pay Teamsters reasonable attorney fees and costs.

FINDINGS OF FACT

1. Franklin County is a public employer within the meaning of RCW 41.56.030(13).

2. Teamsters Local 839, a bargaining representative within the meaning of RCW 41.56.030(2), is the exclusive bargaining representative of a bargaining unit of corrections deputies, corporals, and sergeants employed by Franklin County.

3. The employer maintains a sheriff's department, headed by Sheriff James D. Raymond. The department is split into two "sides" for purposes of its operations: a patrol side and a corrections side. The corrections side is responsible for maintaining a secure jail facility.

4. The command staff within the sheriff's department includes two lieutenants, a captain, two commanders, an undersheriff, and Sheriff Raymond.

5. The sheriff's department is located in a wing of the employer's courthouse complex in Pasco, Washington. There are two floors. Corrections administration and the secure jail areas are on the first floor. The patrol and central administration offices are on the second floor. There is also a training room on the second floor.

6. To access the sheriff's department, including the training room, there are two levels of secure entrances at which a visitor must stop, state their purpose, and be admitted through. An additional sally port leads from the sheriff's department into the secure jail areas.

7. Teamsters has been the exclusive bargaining representative of all non-supervisory corrections personnel of the employer, including corrections deputies, corporals, and sergeants, since the Franklin County Corrections Officers Association affiliated with Teamsters in April 2020.

8. The guild is a new labor organization affiliated with the Washington Fraternal Order of Police. FOP-affiliated guilds represent other bargaining units within the sheriff's department, including the patrol deputies, support specialists, and a command staff bargaining unit of lieutenants, captains, and commanders. The FOP guilds all utilize Dan Thenell of the Thenell Law Group, P.C., as their attorney.

9. The FOP also functions as a fraternal organization that individuals in the law enforcement field can join on their own. Individuals can pay money to the FOP and receive benefits, such as access to a legal defense fund. Receiving these benefits is also a common arrangement when employees become represented for purposes of collective bargaining by an FOP-affiliated guild.

10. The guild filed a change of representation petition on January 2, 2024. Two mail ballot elections have been conducted since. The first election resulted in a tie on February 29, 2024. Representation Case Administrator Emily Whitney then notified the parties that a runoff election would occur. Whitney worked with the parties' representatives to obtain an accurate, updated list of eligible voters for the runoff. On May 6, 2024, Whitney announced the dates for the runoff election, May 14 to June 5, 2024. The guild prevailed in the runoff election by a margin of two votes.

11. The list of eligible voters for the runoff election contained 46 employees.

12. The employer holds six annual day-long trainings for corrections deputies, corporals, and sergeants. Each training is put on twice, with half the squad attending at one time, so that adequate staffing can be maintained at the jail. Attendance at one of the two trainings is mandatory for bargaining unit employees. Two corrections lieutenants are responsible for planning and facilitating the trainings. Aptly, the trainings take place in the training room.

13. The employer scheduled a set of training days to take place on April 9 and 11. A schedule was issued, listing training topics to be covered from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., with lunch from 12:00 noon to 1:00 p.m. The lunch period on training days is unpaid time for bargaining unit members.

14. Approximately one week before the April training days, Lieutenant Mark Tennancour and Thenell coordinated a visit by Thenell to the employer's workplace. Specifically, Tennancour's testimony was that Thenell reached out to him through "personal text messages" and inquired about coming in to "do questions or bring in lunch" to bargaining unit members on the training days.

15. Tennancour and Thenell originally discussed Thenell appearing on both the April 9 and 11 training days, but Thenell was unavailable on April 9.

16. Sheriff Raymond personally approved Thenell's visit to the workplace. The morning of April 11, Tennancour checked in with Raymond to make sure he was still permitted to admit Thenell.

17. Nineteen members of the bargaining unit attended training on April 11. Shortly before noon, attendees were informed by Tennancour that a representative from the FOP was coming to bring them lunch that day. Tennancour made it clear that employees were free to leave and staying for the lunch was voluntary but informed employees that an FOP representative wanted to have "some interaction or some discussions with you guys" over free pizza. A couple employees left, but most remained.

18. Thenell arrived five to ten minutes after noon and called Conner to be admitted to the training room. Conner denied knowledge of Thenell's impending visit before Thenell called him. Nonetheless, Thenell was readily admitted.

19. Thenell seated himself at a table at the front of the training room, facing attendees. When a pizza delivery person arrived downstairs a few minutes later, Tennancour assisted in getting the pizza into the building, walking downstairs to let the delivery person in, while Thenell remained in the training room with bargaining unit members.

20. For 45 to 50 minutes, Thenell sat at the front of the training room with Tennancour and put on what Tennancour agreed at hearing could be described as "a commercial for the FOP." Thenell advertised to bargaining unit members what Tennancour described as "some of the benefits of FOP, the legal defense, the FOP insurance, and things like that." There was also a question and answer about attendees becoming an FOP member "[b]y way of representation."

21. An employee raised a question about Teamsters during the lunch session. What the question was or how it was answered were not made clear by the record, though Tennancour's testimony suggested that the person who asked the question left the training shortly thereafter.

22. Partway through the lunch, Commander Conner entered the room and joined the discussion. Conner proceeded to tell attendees "his personal experience . . . about the benefits of having the legal defense fund." He relayed an experience in which he was involved in an on-duty shooting as a sergeant and the benefit he felt the FOP legal defense fund had provided in that circumstance.

23. Conner claimed to attendees "at least twice" that he was not advocating for any particular election outcome and that employees could become members of the FOP as a fraternal organization regardless of who represented them for collective bargaining. He testified that, to the extent comparison was being made to attendees between Teamsters and the FOP while he was present, it was "in the sense that FOP is . . . bigger than a labor organization."

24. Over the course of the lunch hour, several bargaining unit members filtered out. Employees from the other FOP-represented bargaining units came in and out of the room to partake of

the pizza provided by Thenell. The lunch wrapped up, and the mandatory training resumed around one o'clock.

25. Before the representation petition was filed, the FOP had never previously been invited to, nor asked to, hold an on-site meeting with the corrections deputies, corporals, and sergeants to advertise for them to become members of the FOP.

26. Teamsters Secretary-Treasurer Russell Shjerven provided testimony that, in the wake of the April 11 lunch meeting, four or five bargaining unit members contacted Teamsters and revoked their dues authorizations. Prior to April 11, Teamsters had always had 100 percent dues enrollment from the bargaining unit.

27. The employer did not grant Teamsters similar access to its training room during the elections period to put on its own "commercial" for bargaining unit members alongside command staff. Instead, the parties have been engaged in a protracted dispute since 2020 over the union's access to the workplace to represent the bargaining unit.

28. In the months after Teamsters became the exclusive business representative of the bargaining unit in April 2020, Teamsters Business Representative Jesus Alvarez made visits to the workplace to investigate potential grievances and provide representation to bargaining unit members. In October 2020, after Alvarez went to the workplace to intercede on an employee's behalf with command staff, Raymond issued a decree that command staff would no longer respond to Alvarez.

29. Raymond declared in an email to Alvarez, "This developing environment of corrections deputies squealing to their union rep when they don't get their way is coming to an end." Alvarez was instructed that he was not allowed inside the secure jail area and would have to meet with bargaining unit members in an interview room in the sheriff's office. The employer's human resources (HR) department subsequently stated that if Alvarez needed to inspect an area inside the jail facility, he would need an escort from the sheriff or HR.

30. Following Raymond's October 2020 decree, Teamsters filed an unfair labor practice complaint with this agency alleging unilateral change. Teamsters also filed a grievance alleging that the decree violated an access provision of the parties' collective bargaining agreement (CBA). The agency granted a request that the unfair labor practice claim be deferred, and the parties presented the grievance case to Arbitrator Romeo.

31. Romeo sustained Teamsters' grievance in a February 2022 award, finding that the employer's access restrictions violated the parties' CBA. Romeo ordered the employer to rescind the restrictions. The employer did not comply with the award and still had not complied as of the end of the runoff election in June 2024.

32. The parties held a second hearing with Arbitrator Romeo in May 2022, offering evidence on the limited question of whether the employer had complied with the remedy from the first award. As Romeo detailed in the second decision and award dated July 28, 2022, Alvarez attempted to visit the workplace in April 2022, in the wake of the first arbitration award, and was denied entry to the jail by Sheriff Raymond. Raymond asserted that his interpretation of the first arbitration award gave Alvarez the right to access the jail only when there was an active grievance pending.

33. Arbitrator Romeo ruled that Raymond's revised restrictions on Teamsters' access constituted a "flagrant attempt" to evade her first award, with which she ordered the employer to immediately comply.

34. The employer apparently did not comply. Teamsters moved to enforce the arbitration awards in Franklin County Superior Court and prevailed via a summary judgment motion in May 2023. The employer appealed to the Court of Appeals, Division III, arguing that the arbitrator's awards should be vacated. On June 27, 2024, the Court of Appeals affirmed the Superior Court and upheld Romeo's awards. The union has subsequently initiated contempt proceedings against the employer in Superior Court, which remained pending as of the instant hearing.

35. The access dispute between the parties was not just limited to Alvarez's right to enter the secure jail portion of the sheriff's department, as described by Teamsters' witnesses. As Shjerven testified, "[A]ccess was cut off and cut off for four years, and we could not have direct access at the jail or the facility with our members."

36. When Alvarez first began representing the corrections bargaining unit, he had been permitted to hold union meetings with free food in the employer's training room, but at some point he was instructed by command staff that he was no longer permitted to do so. Alvarez believed that the directive was provided in writing, and Shjerven testified that he had a recollection of seeing such an email from Raymond or his command staff to Alvarez. By the date of the instant hearing, Alvarez had left the employment of Local 839 and testified that he no longer had access to his Local 839 email to confirm however.

37. Shjerven testified that, during the election period, there were also one or two occasions when Alvarez had requested to see bargaining unit members in the workplace and was denied.

38. Teamsters did not request the opportunity to hold a lunch meeting with free food for bargaining unit members during the election period. When asked about Teamsters' ability to access the workplace during the election period, command staff acknowledged that they had not reached out to Teamsters to offer them an opportunity to meet with bargaining unit members.

39. Tennancour emphasized that he had not reached out to Thenell either to schedule the guild's lunch and that Thenell had contacted him. Conner claimed that employee bargaining representatives, including Teamsters, all have access to the meeting areas of the sheriff's department, provided they arrange time with the sheriff, command staff, or support staff "well in advance" to be put on the calendar for the space.

40. When asked about the last time that he recalled Teamsters utilizing the training room, Conner estimated that it had been two or three years. Tennancour denied his authority, as

a lieutenant, to permit Teamsters access to the sheriff's department, stating, "That would have to come from approval from the sheriff."

41. No evidence was offered regarding the nonreceipt of ballots by employees Saul Arrieta and Marcus Truitt.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has statutory jurisdiction in this matter pursuant to chapter 41.56 RCW, chapter 391-25 WAC, and chapter 391-45 WAC.

2. By the actions described in findings of fact 3 through 40, the employer engaged in unlawful domination and assistance in violation of RCW 41.56.140(2).

3. By the actions described in findings of fact 3 through 40, the employer engaged in interference with employee rights in violation of RCW 41.56.140(1).

4. By the actions described in findings of fact 3 through 40, the employer violated WAC 391-25-140(3) by demonstrating a preference for one of two competing organizations seeking to represent its employees via its facilitation of the April 11, 2024, meeting.

5. By the actions described in findings of fact 3 through 40, the employer violated WAC 391-25-140(3) by making statements at the April 11, 2024, meeting expressing a preference for one of two competing organizations seeking to represent its employees.

6. As described in finding of fact 41, neither conduct nor procedures prevented Saul Arrieta from casting a ballot pursuant to WAC 391-25-590(2).

7. As described in finding of fact 41, neither conduct nor procedures prevented Marcus Truitt from casting a ballot pursuant to WAC 391-25-590(2).

ORDER

Franklin County, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from

   a. Showing a preference to the guild or providing assistance to the guild in any way that it does not assist Teamsters during the pendency of the representation petition.

   b. In any other manner interfering with, restraining, or coercing its employees in the exercise of their collective bargaining rights under the laws of the state of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of chapter 41.56 RCW:

   a. Remain neutral in any election and demonstrate no preference for any bargaining representative during any election conducted by the Public Employment Relations Commission involving employees in the corrections bargaining unit as required by WAC 391-25-140(3) to ensure that employees have the right to freely select the bargaining representative of their choosing as guaranteed by RCW 41.56.040.

   b. Permit Teamsters, upon request and without interference, to hold a one-hour mealtime meeting with off-shift bargaining unit members in the employer's training room before the date ballots are mailed out to voters in a rerun election.

   c. Contact the compliance officer at the Public Employment Relations Commission to receive official copies of the required notice for posting. Post copies of the notice provided by the compliance officer in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent and

shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

d. Read the notice provided by the compliance officer into the record at a regular public meeting of the Board of County Commissioners of Franklin County, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

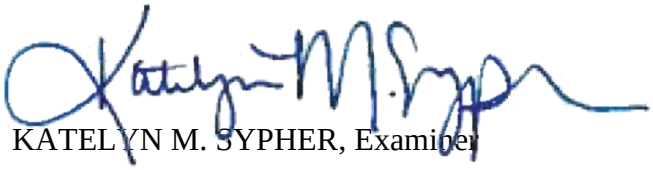
e. Notify the complainant, in writing, within 20 days following the date of this order as to what steps have been taken to comply with this order and, at the same time, provide the complainant with a signed copy of the notice provided by the compliance officer.

f. Notify the compliance officer, in writing, within 20 days following the date of this order as to what steps have been taken to comply with this order and, at the same time, provide the compliance officer with a signed copy of the notice the compliance officer provides.

g. Upon demand, pay Teamsters for its reasonable attorney fees and costs incurred in presentation of the unfair labor practice complaint and election objections.

ISSUED at Olympia, Washington, this 20th day of May, 2025.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



KATELYN M. SYPHER, Examiner

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.