

PREAMBLE

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Pursuant to the provisions of RCW 41.06 and 41.80, this Agreement is made and entered into by the State of Washington, referred to as the "Employer," and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters referred to as the "Union".

Tentative Agreement, July 21, 2010

Employer _____

Union _____

1 **ARTICLE 1**

2 **NON-DISCRIMINATION**

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4 **1.1 Policy Statement**

5 Under this Agreement, neither party will discriminate against employees
6 on the basis of age, sex, marital status, status as an honorably discharged
7 veteran, disabled veteran or Vietnam era veteran, military status, race,
8 sexual orientation, religious or political affiliation, creed, color, national
9 origin, genetic information, or any real or perceived sensory, mental or
10 physical disability. Bona fide occupational qualifications based on the
11 above traits do not violate this Section. The parties agree that sexual
12 harassment will not be tolerated within the workplace.

13
14 **1.2 Review Processes Available to Employees**

15 The Employer and the Union agree it is important that employees who feel
16 they have been the subject of discrimination address these issues and
17 seek resolution. Employees are encouraged to discuss such issues with
18 their supervisor or other management staff, or file a letter of complaint or
19 Internal Discrimination Complaint (IDC) within the agency. In those cases
20 where an employee files a grievance and an IDC regarding the alleged
21 discrimination, the grievance process will be suspended until such time as
22 the IDC investigation has been completed. Other avenues available to
23 employees are through the Human Rights Commission (HRC), or the
24 Equal Employment Opportunity Commission (EEOC). Employees who file
25 an HRC or EEOC complaint will not initiate or pursue grievances over the
26 discrimination allegation(s). If after filing a grievance an employee
27 chooses to file a complaint with the HRC or EEOC, the grievance
28 regarding the alleged discrimination will be considered withdrawn.

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1 **ARTICLE 2**

2 **UNION RECOGNITION, UNION SECURITY AND**
3 **DUES DEDUCTION**
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5 **2.1 Recognition**

6 This Agreement covers the employees in the bargaining units described in Appendix A,
7 entitled "Bargaining Units Represented by Teamsters Local Union No. 117", but it does
8 not cover any statutorily excluded positions or any positions excluded in Appendix A.
9 Job classifications and/or positions that have been historically included in the bargaining
10 unit, that are created as a result of the expansion of an existing facility which is included
11 within the bargaining unit, will be included in the bargaining unit.
12

13 **2.2 Union Dues & Initiation Fees**

14 When an employee provides written authorization to the Employer, the Union has the
15 right to have deducted from the employee's salary, an amount equal to the initiation fee
16 deducted in twenty-five (\$25.00) increments per pay period, and agency shop fees or
17 dues required to be a member of the Union. Union dues payroll deduction authorization
18 cards submitted to the Employer and received by the payroll office by the tenth (10th)
19 day of the month will have dues deducted beginning on the twenty-fifth (25th) pay date.
20 Payroll deduction authorization cards submitted to the Employer and received by the
21 payroll office by the twenty-fifth (25th) day of the month will have dues deducted
22 beginning on the tenth (10th) pay date of the next month.
23

24 **2.3 Union Security**

25 All employees covered by this Agreement, will as a condition of employment, either
26 become and remain members of the Union and pay membership dues or, as non-
27 members, pay a fee as described in Subsections A, B, and C below, no later than the
28 thirtieth (30th) day following the effective date of this Agreement or the beginning of their
29 employment.
30

- 1 A. Employees who choose not to become union members must pay to the Union an
2 agency shop fee equal to the amount required to be a member in good standing of
3 the Union.
4
- 5 B. An employee who does not join the Union based on bona fide religious tenets, or
6 teachings of a church or religious body of which they are members, will make
7 payments to a charitable organization mutually agreed to by the employee and the
8 Union that are equal to its membership dues, less monthly union insurance
9 premiums, if any. The Employer is not responsible for collecting, processing or
10 remitting these payments. Such employees will not be members of the Union, but
11 are entitled to all of the representational rights of union members.
12
- 13 C. The Union will establish a procedure that any employee who makes a request may
14 pay a representation fee equal to a pro rata share of collective bargaining
15 expenses, rather than the full membership fee.
16
- 17 D. The Employer will inform new, transferred, promoted, or demoted employees
18 prior to appointment into positions included in the bargaining unit(s) of the
19 Union's exclusive recognition and the union security provision. The Employer
20 will furnish the employees appointed into bargaining unit positions with a
21 membership application and dues authorization form.
22
- 23 E. If an employee fails to meet the conditions outlined above, with the exception of
24 the initiation fee, the Union will notify the employee that if the delinquency is not
25 cured within ten (10) days to the satisfaction of the Union, the Union will request
26 the Employer to terminate the employment of the employee.
27

28 **2.4 Dues Cancellation**

29 An employee may cancel his/her payroll deduction of dues by written notice to the
30 Employer and the Union. The cancellation will become effective on the second payroll
31 after receipt of the notice. However, the cancellation may cause the employee to be

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1 terminated. An employee leaving paid status should notify the Union and receive a
2 withdrawal card for the duration of absence from paid status and/or the bargaining unit.

3
4 **2.5 Indemnification**

5 The Employer will be held harmless by the Union and employees for compliance with
6 this Article and any issues related to the deduction of dues and fees. In all such cases, the
7 Employer's reasonable attorney's fees will be paid by the Union.

8
9 **2.6 Non-Discrimination**

10 There will be no discrimination against any employee because of lawful Union
11 membership activity or status, or non-membership activity or status.

12
13 **2.7 New Employee Orientation**

14 When new employee orientation classes are held, the Union will be allowed thirty (30)
15 minutes of presentation time to speak to the class on matters concerning the rights of
16 employees, responsibilities of the Union, and services available to the membership. The
17 thirty (30) minute presentation will be scheduled as the first order of business of the day
18 on which it is scheduled. The designated Business Representative will be notified of all
19 new employee orientation classes, both custody and non-custody. The notice will be
20 provided no later than fourteen (14) calendar days prior to the presentation date. Within
21 seven (7) calendar days of such notice, the designated Business Representative will notify
22 the local Appointing Authority or designee of the name of the individual(s) who will be
23 responsible for the presentation. In those cases where a new employee orientation class
24 is conducted at an institution, a Business Representative and/or local Shop Steward will
25 be responsible for the presentation. The Shop Steward will experience no loss of salary
26 nor will off-shift presentation time be considered as "time worked" for purposes of
27 computing call back or overtime. In those cases where a new employee orientation class
28 is conducted at a site other than an institution, a Business Representative will be
29 responsible for the presentation.

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31 **2.8 Employee Status Report**

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A. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees in the bargaining unit:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title
6. Work phone number (if maintained by the agency)
7. Job class code
8. Job class title
9. Appointment date
10. Salary range
11. Salary step
12. Part-time percent
13. Seniority date (unbroken state service date)
14. Separation date
15. Gross salary
16. Deduction code
17. Deduction amount

B. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees who enter or leave the bargaining unit or stop or start deductions:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title

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- 1 6. Work phone number (if maintained by the agency)
- 2 7. Job class code
- 3 8. Job class title
- 4 9. Appointment date
- 5 10. Salary range
- 6 11. Salary step
- 7 12. Part-time percent
- 8 13. Seniority date (unbroken state service date)
- 9 14. Separation date
- 10 15. Gross salary
- 11 16. Deduction code
- 12 17. Deduction amount

14 C. The Union will maintain the confidentiality of all employee-mailing addresses.

16 **2.9 Voluntary Deductions**

18 A. The Employer agrees to deduct from the wages of any employee who is a member
19 of the Union a DRIVE and/or a Teamsters Legal Defense Fund deduction as
20 provided for in a written authorization. Such authorization must be executed by
21 the employee and may be revoked by the employee at any time by giving written
22 notice to both the Employer and the Union. The beginning and/or termination of
23 this deduction will coincide with the payroll cycle. The Employer agrees to remit
24 any deductions made pursuant to this provision to the Union together with a
25 report showing:

- 27 1. Employee name
- 28 2. Personnel number
- 29 3. Amount deducted

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1 B. The parties agree this Section satisfies the Employer's obligations and provides
2 for the deduction authorized under Section 1(6) of RCW 41.04.230.

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ARTICLE 3
MANAGEMENT RIGHTS

3.1 Management Rights

It is understood and agreed that the Employer possesses the sole right and authority to operate the institutions/offices and to direct all employees, subject to the provisions of this Agreement and federal and state law. These rights include, but are not limited to the right to:

- A. Determine the Employer’s mission, strategic plan, policies and procedures;
- B. Determine and control the Employer’s budget;
- C. Plan, direct, control, and determine the operations or services to be conducted by employees;
- D. Determine the size, composition, and direct the work force;
- E. Hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- F. Discipline or discharge for just cause;
- G. Effect a layoff;
- H. Make, publish, and enforce reasonable rules and regulations;
- I. Implement new or improved methods, equipment or facilities;

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- 1 J. Determine reasonable performance requirements, including quality
2 and quantity of work;
3
- 4 K. Determine training needs and methods of training, and train
5 employees;
6
- 7 L. Take any and all actions as may be necessary to carry out the mission
8 of the Department in emergency situations;
9
- 10 M. Utilize non-permanent and on-call employees;
11
- 12 N. Schedule days and hours of work and overtime as necessary;
13
- 14 O. Determine the method, technological means, number of resources and
15 types of personnel by which work is performed by the Department; and
16
- 17 P. Establish, allocate, reallocate or abolish positions, and determine the
18 skills and abilities necessary to perform the duties of such positions.
19

20 The Employer's non-exercise of any right, prerogative or function will not be
21 deemed a waiver of such right or establishment of a practice.
22

23 **3.2 Union Contract Violations**

24 In the event the Employer suspects a violation of the Collective Bargaining
25 Agreement by any Union representative, the Employer may submit a written
26 request to the Union for a formal review of the matter. The Union will respond
27 in writing within twenty-one (21) calendar days of receipt of the request
28 outlining the steps they have taken to resolve the concerns of the Employer.

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ARTICLE 4
EMPLOYEE RIGHTS

4.1 Employee Liability

In the event an employee is subject to any legal action arising out of any actions taken or not taken by the employee in the performance of their duties, he/she has the right to request representation and indemnification through his/her agency in accordance with RCW 4.92.060 and 4.92.070 and agency policy.

4.2 Outside Employment

Employees may engage in off-duty employment provided that the employee has submitted a written request to the Appointing Authority and approval has been granted prior to engaging in such employment. Approval will be granted if the employment does not:

- A. Utilize Employer resources;
- B. Create undue financial obligations for the Employer;
- C. Interfere with proper performance of assigned duties; or
- D. Create a conflict of interest.

4.3 Privacy and Off-Duty Conduct

Employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington State, which includes those regarding the right to privacy in their personal life and activities. The Employer retains all of the Employer's rights to correct or discipline an employee for off-duty conduct, which has a nexus to their employment, subject to the just cause provision in Article 8. Employees will be required to report all arrests, criminal citations, and any court-imposed sanctions or conditions that may affect their fitness for duty to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

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4.4 Personal Property Reimbursement

The Employer agrees to reimburse employees for personal property damaged in the proper performance of their duties in accordance with agency policy. The Employer will process damage claims without undue delay following receipt of the claim from the employee.

4.5 Notification of Right to Representation

The employee may request union representation prior to or during any meeting with management, that the employee believes may lead to corrective and/or disciplinary action.

1 **ARTICLE 5**

2 **UNION/MANAGEMENT RELATIONS**

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4 **5.1 Collective Bargaining Obligations**

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6 A. The Employer will satisfy its collective bargaining obligation under law before
7 changing a matter that is a mandatory subject of bargaining. The Union will
8 submit its demand to bargain to the Director of the Office of Financial
9 Management/Labor Relations Office (OFM/LRO) within twenty-one (21) days
10 from receipt of notice of a change to a mandatory subject. ~~When the Union~~
11 ~~requests bargaining, A sessions will be scheduled held on a mutually agreeable~~
12 ~~dates and times within twenty-one (21) days from OFM/LRO's receipt of the~~
13 ~~demand to bargain.~~ The Union will provide the DOC Headquarters Labor
14 Relations Office with the names of employee representatives who will participate
15 at least fourteen (14) calendar days in advance of the date of bargaining in order
16 to facilitate their release.

17
18 B. Agency Policies

19 The Employer agrees, prior to making any change in written agency policy that is
20 a mandatory subject of bargaining not otherwise covered by the Agreement, to
21 notify the Union and satisfy its collective bargaining obligation.
22

23 **5.2 Labor Management Communication Committee**

24 Labor/Management Communication Committee(s) ("LMCC") will be established at the
25 statewide level and at each local institution. The purpose of the committee is to provide
26 continuing communication between the parties and to promote constructive labor-
27 management relations. The Committee(s) will meet, discuss and exchange information
28 of a group nature and general interest to both parties.
29

30 **5.3 Committee Composition and Participation**

1 LMCCs will consist of up to six (6) agency representatives and up to six (6) DOC
2 employed Union representatives. Additional staff of the Union and the Employer may
3 also attend. The Employer and Union will be responsible for the selection of their own
4 representatives. If agreed to by both parties, additional representatives may be added.
5 All committee meetings will be scheduled on mutually acceptable dates and times. The
6 Union will provide the Employer with the names of their committee members at least ten
7 (10) calendar days in advance of the date of the meeting in order to facilitate the release
8 of employees. The Employer will release employee representatives to attend committee
9 meetings. Employees attending committee meetings during their work time will have no
10 loss in pay. Attendance at meetings during employees' non-work time will not be
11 compensated for or considered as time worked. The Union is responsible for paying any
12 travel or per diem expenses of employee representatives.

13
14 **5.4 Scope of Authority**

15 Committee meetings will be used for discussion only, and the committee will have no
16 authority to conduct any negotiations, bargain collectively or modify any provision of
17 this Agreement. Nothing in this Article or any committees' activities will be subject to
18 the grievance procedure in Article 9.