

ARTICLE 41

PARKING

1
2
3
4
5
6
7
8
9
10

The Employer will ensure adequate parking space adjacent to or within reasonable distance from each work location. Where a work location is separated from the parking location by a body of water, and where such parking space is not within reasonable walking distance to the boat dock facility, the Employer will provide adequate transportation for employees reporting for duty during each work period.

Tentative Agreement, July 21, 2010

Employer _____

Union _____

1 **ARTICLE 42**

2 **PRINTING OF AGREEMENT**

3
4 **42.1 Printing and Distribution**

5 The Employer will have this Agreement printed, and will provide one (1) copy to each
6 current employee and to each subsequently appointed employee as soon as practicable
7 following the employee's first day of work. The cost of printing such copies of the
8 Agreement will be borne equally by the agency and the Union. The copy will be pocket-
9 sized and in book form.

10
11 **42.2 Additional Copies**

12 The cost of printing of any additional copies of the Agreement, which may be requested
13 by the Union, will be borne by the Union. Employees who have been furnished a copy of
14 the Agreement will obtain subsequent copies of the Agreement from the Union.

1
2
3
4
5
6
7
8
9

ARTICLE 43
SAVINGS CLAUSE

If any court or board of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

Tentative Agreement, July 21, 2010

Employer _____

Union _____

1 **ARTICLE 44**

2 **ENTIRE AGREEMENT**

3
4 The Agreement expressed herein, in writing, constitutes the entire Agreement between the
5 parties and any past practice or past agreement between the parties that existed prior to July 1,
6 2005—whether written or oral—is null and void, unless specifically preserved in this
7 Agreement. With regard to WAC 357, this Agreement preempts all subjects addressed, in whole
8 or in part, by its provisions. This Agreement supersedes specific provisions of agency policies
9 with which it conflicts. During the negotiations of the Agreement, each party had the unlimited
10 right and opportunity to make demands and proposals with respect to any subject or matter
11 appropriate for collective bargaining. Nothing herein will be construed as a waiver of the
12 Union’s collective bargaining rights with respect to changes in matters, which are mandatorily
13 negotiable under the law.

1 **ARTICLE 45**

2 **TERM OF AGREEMENT**

3
4 **45.1 Duration**

5 All provisions of this Agreement will become effective July 1, ~~2009~~2011,
6 and will remain in full force and effect through June 30, ~~2011~~2013.
7

8 **45.2 Opening Period**

9 Either party may request negotiations of a successor Agreement by
10 notifying the other party in writing no sooner than January 1, ~~2010~~2012
11 and no later than January 31, ~~2010~~2012. In the event that such notice is
12 given, negotiations will begin at a time agreed upon by the parties.
13

14 **45.3 Reopening by Mutual Agreement**

15 This Agreement may be reopened during its effective term by mutual
16 consent of both Parties. All requests for negotiations will be in writing,
17 delivered to the Office of Financial Management's Labor Relations Office
18 or Teamsters Local Union No. 117, and will specify items proposed for
19 bargaining. Any additions to this Agreement will be in writing and signed
20 by the Employer and the Union.
21

22 **45.4 Supplemental Agreements**

23 The authority to negotiate supplemental agreements or Memoranda of
24 Understanding rests with the Labor Relations Office of the Office of
25 Financial Management (LRO/OFM). In the event the LRO/OFM delegates
26 the authority to negotiate supplemental agreements or Memoranda of
27 Understanding to an agency head during the term of this Agreement, the
28 following will apply:
29

Tentative Agreement, July 21, 2010

Employer _____

Union _____

- 1 A. All supplemental agreements or Memoranda of Understanding will
2 be considered tentative agreements until approved by the
3 LRO/OFM; and
4
5 B. No supplemental agreements or Memoranda of Understanding may
6 be entered into which conflict with this Agreement without the
7 approval of the LRO/OFM.
8

Tentative Agreement, July 21, 2010

Employer _____

Union _____