

**FMCS NO. 120110-01072-6**

**Teamsters Local 117, Grievant,  
and  
Department of Corrections, State of Washington**

**SETTLEMENT AGREEMENT**

The parties in this case, Teamsters Local 117 (Teamsters), grievant, and State of Washington, Department of Corrections (DOC), Employer, by and through the undersigned, desiring to fully and finally resolve and settle FMCS No. 120110-01072-6, enter into this agreement under the following terms and conditions:

**A. TEAMSTERS AGREE:**

1. FMCS No. 120110-01072-6 concerning denial of personal holidays is hereby withdrawn, and the right to pursue said grievance to arbitration as would otherwise be allowed under the collective bargaining agreement between the parties is hereby permanently relinquished. Teamsters agrees that failure to abide by this provision of this Agreement will allow DOC to submit a copy of this agreement as an absolute defense to the pursuit of such a grievance via arbitration or any other means, and entitle DOC to recover from Teamsters any and all costs incurred by DOC as a result of this action, subsequent to the date of final signature of this Agreement.

2. Teamsters agrees that in the event it seeks to pursue its demand for arbitration, Teamsters will pay one hundred percent (100%) of any arbitrator's fees incurred.

**B. THE PARTIES FURTHER AGREE:**

1. This Agreement resolves a dispute over the manner in which requests for personal holidays by Teamster-represented employees of DOC were granted or denied during calendar year 2011. Exhibit "A," attached hereto and made a part hereof, is a spreadsheet containing the names of all known Teamster-represented employees of DOC who were unable to take their personal holiday in CY 2011. Employees highlighted in purple were allowed to carry their unused personal holiday into 2012, and employees highlighted in yellow had left the employ of DOC at the time the spreadsheet was prepared. All employees listed on the spreadsheet, who are employed by DOC on the effective date of this Agreement, shall be credited with one additional day of ordinary annual leave, in the next payroll cycle after the effective date of this Agreement.

2. Exhibit "A" was prepared in good faith by DOC and was used by the parties in reaching this Agreement. However, the parties agree and acknowledge that it is possible that eligible employees have been omitted from the list. An eligible employee is defined to include any employee who made a request for a personal holiday in 2011, which request was denied. (Even if the employee later made another request which was granted.) Therefore, the following procedures shall be followed to allow potentially eligible employees to demonstrate their eligibility for the benefit of one additional day of annual leave:

- Within fifteen days of the effective date of this Agreement, DOC shall send an E-mail to all Teamster-represented employees who were eligible to take a personal holiday in CY 2011.

- The E-mail will inform the employees that any employee who had a request, or multiple requests, for a personal holiday denied during 2011 may be eligible for one additional day of annual leave.
- The E-mail will inform all employees that all of the employees on Exhibit A will automatically have an extra day of annual leave credited to their leave balances, without further action by the employees. The E-mail may include a list of employees on Exhibit A, or may tell employees how they may find if they are on the list.
- The E-mail will tell all employees that if they are not on the list, but had a properly submitted timely request for personal holiday denied in 2011, that the employee should submit evidence of the denied request by E-mail to an E-mail address specified, not later than 2 weeks after the date of the E-mail.
- Late submissions shall not be considered. If DOC determines that an employee has shown that a proper and timely request for a personal holiday was denied in 2011, that employee shall be credited one day of ordinary annual leave in the next payroll cycle following the determination.
- If DOC determines that an employee's response is not adequate to establish eligibility for the benefit, it shall so inform the Teamsters. Informal discussions to resolve the matter are encouraged.
- If any requests for inclusion are not resolved to the mutual satisfaction of the parties, such disputes may be referred to Arbitrator James A. Lundberg for final and binding resolution; provided, that the sole issue for decision shall be whether the submissions by the employee, in accordance with the terms of this Agreement, establish that the employee made a proper and timely request for personal holiday in 2011, and that request was denied by DOC.

3. This Agreement and the parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.

4. Teamsters acknowledges that its representative(s) have read this Agreement and fully understand the terms and conditions contained herein. Teamsters further declares that its representative(s) had a full and fair opportunity to obtain any advice that they deem necessary prior to signing this Agreement.

5. This Agreement may be released with or without authorization if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, or as necessary during the course of litigation.


6. This Agreement is not precedent setting and does not establish a practice.

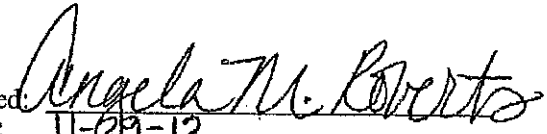
7. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties and resolution of all disputes that may exist between the parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.

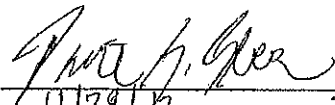
8. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

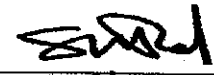
9. A photocopied signature to this agreement shall be given effect as if it were an original signature.

By signing this Agreement I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed:   
Date: 11/29/12  
DAN PACHOLKE  
Assistant Secretary, Prisons Division  
Department of Corrections

Signed:   
Date: 11-29-12  
ANGELA ROBERTS  
Labor Relations Manager  
Department of Corrections

Signed:   
Date: 11/29/12  
DAVID J. SLOW  
Assistant Attorney General  
Attorney for DOC  
WSBA #24943

Signed:   
Date: 30 Nov. 2012  
SPENCER N. THAL  
Attorney for Teamsters  
WSBA #20074