

STATEMENT OF FACTS

Upon information and belief, the Union submits the following statement of facts:

1. The State of Washington (the “State”) is, and at all relevant times was, a “public employer” within the meaning of RCW 41.80.005(8). The Washington State Department of Corrections (the “DOC”) is a subdivision of the State as defined by RCW 41.80.005(1).

2. Teamsters Local Union No. 117 (the “Union”) is, and at all relevant times was, an employee organization within the meaning of RCW 41.80.005(7).

3. The Union is, and at all relevant times was, the certified collective bargaining representative of multiple bargaining units of employees that work at the DOC’s various institutions.

4. The parties’ current collective bargaining agreement (CBA) contains a vacation leave article with detailed rules for the process of selecting vacation time for each calendar year.

5. Article 21.6 provides, in relevant part: “Beginning January 2 of each calendar year, employees will be scheduled a time, based on seniority, to select up to three (3) segments of available vacation leave during the time period of April 1 through March 31. A ‘segment’ is one (1) or more contiguous days of vacation leave. No segment shall include more than ten (10) consecutive days of vacation leave in June, July, and/or August, provided that an employee may select contiguous segments of vacation leave.”

6. Except for the limit of 10-days for vacation segments during the summer months, the CBA contains no express limitation on how much vacation time an employee may select during the vacation selection period.

7. Article 21.8 of the CBA does state, however, that employees may not “request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence when the leave commences.”

8. Relevant to what constitutes “sufficient vacation leave” is Article 21.14, which provides “[a]n employee will use and exhaust all compensatory time prior to the use of vacation leave.”

9. That means that, under Article 21.14, any accrued compensatory time will automatically be used to cover scheduled vacation leave.

10. Consistent with foregoing contract provisions, the parties have an established past practice of allowing employees to select vacation dates even if their accrued vacation leave alone would not allow them to cover the absences.

11. The practice described in paragraphs 10 is workable because overtime opportunities are plentiful at DOC. That means that an employee wishing to select vacation time in excess of their accrued vacation leave can count on being able to cover that additional leave time by working overtime to accrue compensatory time.

12. The practice described in paragraphs 10 is known and acknowledged by both parties and has been consistently followed for the last several vacation selection cycles.

13. During vacation selection for 2020, which commenced on or about January 2, 2020, the DOC unilaterally changed the parties established vacation selection practices at DOC facilities.

14. During this year's vacation selection, DOC facilities began denying vacation selection requests based on the roster manager's assessment of how much vacation time each employee had accrued at the time of the selection request.

15. The DOC did not formally notify the Union or provide an opportunity to bargain prior to its implementation of its new vacation scheduling procedures.

VIOLATIONS ASSERTED

1. The Union alleges that, beginning on January 2, 2020, the DOC violated and continues to violate RCW 41.80.110(1)(e) through the actions described above by unilaterally establishing new vacation bidding procedures, a mandatory subject of bargaining, without providing the Union with notice or an opportunity to bargain that change prior to implementation, which constitutes a fait accompli.

REMEDY REQUESTED

The Union requests the following remedies for the aforementioned violations:

1. Findings of fact and conclusions of law consistent with the foregoing;
2. An order holding that the DOC has violated RCW 41.80.110(1)(e) by unilaterally implementing new vacation bidding procedures;
3. An order that DOC return to the status quo ante;
4. An order precluding the DOC from continuing to engage in any of the unlawful behavior alleged herein;
5. Make-whole relief for all employees who were denied the ability to select the vacation dates of their choosing in one of the following forms as selected by the

impacted employee: (1) compensatory time equal to the amount of vacation leave that was improperly denied or (2) the ability to take the vacation time that was improperly denied;

6. An order requiring the DOC to comply with the appropriate notice, posting, publication, and reading of the findings;

7. An order to award the Union reimbursement of attorneys' fees and costs associated with bringing this action and any additional proceedings from this case; and

8. Such other relief that PERC deems just and equitable.

RESPECTFULLY SUBMITTED this 7th day of February, 2020.

TEAMSTERS LOCAL UNION NO. 117



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