

PERC Case No. 131934-U-19

Demand to Bargain No. 19-092

TEAMSTERS LOCAL 117

v.

WASHINGTON STATE DEPARTMENT OF CORRECTIONS, STATE OF WASHINGTON

SETTLEMENT AGREEMENT

The parties in this case, TEAMSTERS LOCAL 117 and the DEPARTMENT OF CORRECTIONS, STATE OF WASHINGTON, by and through the undersigned, desiring to fully and finally resolve and settle the Unfair Labor Practice Complaint filed with the Public Employment Relations Commission (PERC), PERC Case No. 131934-U-19, and the Teamsters Local 117 Demand to Bargain No. 19-092, enter into this agreement under the following terms and conditions:

A. TEAMSTERS LOCAL 117 AGREES:

1. To notify PERC that TEAMSTERS LOCAL 117 is withdrawing its unfair labor practice complaint brought under PERC Case No. 131934-U-19 within five (5) business days of the effective date of this agreement. In the event TEAMSTERS LOCAL 117 fails to notify PERC that it is withdrawing its unfair labor practice complaint, submission to PERC of this Agreement will constitute such notice and result in immediate withdrawal of the TEAMSTERS LOCAL 117 unfair labor practice complaint brought under PERC Case No. 131934-U-19.
2. TEAMSTERS LOCAL 117 agrees to withdraw its Demand to Bargain No. 19-092 regarding the Paid Family and Medical Leave (PFML) premiums between July 1, 2019 and June 30, 2021. This agreement is full and final settlement for all claims arising out of Demand to Bargain No. 19-092.
3. The DEPARTMENT OF CORRECTIONS, STATE OF WASHINGTON will pay a refund to each person who is employed by the Department of Corrections in a Teamsters bargaining unit position as of November 30, 2020, or (i) is in an acting or non-permanent position outside of the bargaining unit as of November 30, 2020, and expected to return to their permanent position within the bargaining unit, or (ii) has been separated due to lay off from a Teamsters bargaining unit position between July 1, 2019 and December 20, 2020 in an amount equivalent to the sum deducted from their wages between July 1, 2019 and December 10, 2020, inclusive, as the Paid Family and Medical Leave (PFML) premium, except that:
 - a. An employee who paid PFML premiums totaling less than \$10.00 will not receive a refund; and

SETTLEMENT AGREEMENT

TEAMSTERS LOCAL 117 v. DEPARTMENT OF CORRECTIONS, STATE OF WASHINGTON

PERC No. 131934-U-19 / Demand to Bargain No. 19-092

Page 1 of 1

- b. Employees will only receive a refund for the time frame between July 1, 2019 and December 10, 2020, inclusive, during those times they were employed in a Teamsters bargaining unit position.

The sum equivalent of this refund was already subject to mandatory deductions and reported to the IRS. This payment is a full and final settlement for all monetary and other claims arising out of the unfair labor practice complaint No. 131934-U-19, and all circumstances underlying and resulting from same.

- c. The DEPARTMENT OF CORRECTIONS will continue to deduct the PFML premium from the wages of employees in Teamsters bargaining unit positions at the maximum rate permitted under RCW 50A.10.030 until such time as the amount of DEPARTMENT OF CORRECTIONS' PFML premium contribution is determined for the 2021 – 2023 CBA either by agreement of the parties or through interest arbitration.

B. THE DEPARTMENT OF CORRECTIONS, STATE OF WASHINGTON AGREES:

1. To pay the refund as set forth in A.3. above. This payment is in consideration for TEAMSTERS LOCAL 117's withdrawal of its Unfair Labor Practice Complaint No. 131934-U-19 and Demand to Bargain No. 19-092 and any claims related thereto, including but not limited to any potential claims for general damages, liquidated damages, attorney fees, statutory penalties such as double damages, and interest. This payment and all other consideration described and provided for in this Agreement are full settlement for all claims arising out of the circumstances underlying and resulting from Unfair Labor Practice Complaint No. 131934-U-19 and Demand to Bargain No. 19-092.
2. The issue of how much the DEPARTMENT OF CORRECTIONS will contribute to PFML premiums beginning July 1, 2021 is a mandatory subject of bargaining, and there is a continuing obligation to bargain this issue for the 2021-2023 collective bargaining agreement.

C. THE PARTIES FURTHER AGREE:

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that TEAMSTERS LOCAL 117 has or may have had against the DEPARTMENT OF CORRECTIONS, the STATE OF WASHINGTON, its officers, agents, and employees arising out of or relating to the unfair labor practice complaint filed with the Public Employment Relations Commission, PERC Case No. 131934-U-19 and Demand to Bargain No. 10-092.
2. 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.
3. This Agreement is not precedent setting and does not establish a practice.

SETTLEMENT AGREEMENT


TEAMSTERS LOCAL 117 v. DEPARTMENT OF CORRECTIONS, STATE OF WASHINGTON

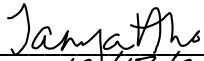
PERC No. 131934-U-19 / Demand to Bargain No. 19-092


Page 2 of 2

4. 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.
5. 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.
6. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
7. The parties acknowledge they have read this Agreement and fully understand the terms and conditions contained herein and have had a full and fair opportunity to obtain any advice that they deem necessary prior to signing this Agreement.
8. A photocopied or electronic signature to this Agreement shall be given effect as if it were an original signature.

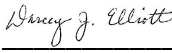
By signing this Agreement, I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed: 
Date: 12/17/2020
NANCY WALDO
Labor Relations Manager
DEPARTMENT OF CORRECTIONS

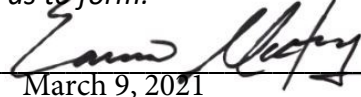
Signed: 
Date: 12/17/20
TANYA AHO
Labor Relations Office
Office of Financial Management
STATE OF WASHINGTON

Signed: 
Date: March 9, 2021
SARENA DAVIS
TEAMSTERS LOCAL 117

Approved as to form:

Signed: 
Date: 12/17/20
DARCEY J. ELLIOTT
Assistant Attorney General
Attorney for DEPARTMENT OF CORRECTIONS
WSBA #43855

Approved as to form:

Signed: 
Date: March 9, 2021
EAMON MCCLEERY WSBA#52214
Attorney for TEAMSTERS LOCAL 117