

IN THE MATTER OF INTEREST ARBITRATION BETWEEN

International Brotherhood of Teamsters 117

Interest Arbitrator's Opinion &
Award

And

2026 Interest Arbitration

Washington State Department of Corrections,
WMS Bargaining Unit

PERC 145548-U-26
PERC 145535-I-26

APPEARANCES FOR THE PARTIES

Ben Berger, Eamon McCleary, Attorneys at Law for the Union.

Lynn Allan, Peter Sabian, Attorneys at Law for the State.

August 10-18, 2026
WGS Summary (Case No. 145524-I-26) (1).docx

Video Hearing State's

Procedural History

This interest arbitration came before me after the Public Employment Relations Commission (PERC) confirmed that the parties were at impasse and certified.

International Brotherhood of Teamsters represents two bargaining units working for the Washington Department of Corrections.

RCW 41.80.200 gives the Teamsters "interest arbitration rights as an alternative means to resolve the disputes".

RCW 41.80.200

Department of Corrections – Interest Arbitration for certain employees.

1. In order to maintain dedicated and uninterrupted services to the supervision of criminal offenders that are in state correctional facilities and on community supervision, it is the legislature's intent to grant certain employees of the department of corrections interest arbitration rights as an alternative means of settling disputes.
2. This section applies only to employees covered by chapter 41.06 RCW working for the department of corrections, except confidential employees as defined in RCW 41.80.005 and internal auditors.
3. Negotiations between the employer and the exclusive bargaining representative of a unit of employees shall commence at least five months before submission of the budget to the legislature. If no agreement has been reached sixty days after the commencement of such negotiations, then, at any time thereafter, either party may declare that an impasse exists and may submit the dispute to the commission for mediation, with or without concurrence of the other party. The commission shall appoint a mediator, who shall promptly meet with the representatives of the parties, either jointly or separately, and shall take such other steps as he or she may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement. A mediator, however, does not have a power of compulsion. The mediator may consider only matters that are subject to bargaining under this chapter.
4. If an agreement is not reached following a reasonable period of negotiations and mediation, and the director, upon recommendation of the assigned mediator, finds that the parties remain at impasse, then an arbitrator must be appointed to resolve the dispute. The issues for determination by the arbitrator must be limited to the issues certified by the executive director.
5. Within ten working days after the first Monday in September in every odd-numbered year, the governor or the governor's designee and the bargaining representatives for any bargaining units covered by this section shall attempt to agree on an interest arbitrator to be used if the parties are not successful in negotiating a comprehensive collective bargaining agreement. The parties will select an arbitrator by mutual agreement, by alternatively striking names from a regional list of seven qualified arbitrators provided by the federal mediation and conciliation service, or, with the consent of the parties, the American arbitration association.
 - (a) The fees and expenses of the arbitrator, the court reporter, if any, and the cost of the hearing room, if any, will be shared equally between the parties. Each

- party is responsible for the costs of attorneys, representatives and witnesses, and all other costs related to the development and presentation of their case.
- (b) Immediately upon selecting an interest arbitrator, the parties shall cooperate to reserve dates with the arbitrator for a potential hearing between August 1 and September 15th of the following even-numbered year. The parties shall also prepare a schedule of at least five negotiation dates, absent an agreement to the contrary.
 - (c) The parties shall execute a written agreement before December 15th of the odd-numbered year setting for the name of the arbitrator and the dates reserved for bargaining and arbitration.
 - (d) (i) The arbitrator must hold a hearing and provide reasonable notice of the hearing to the parties to the dispute. The hearing must be informal and each party has the opportunity to present evidence and make arguments. The arbitrator may not present the case for a party to proceedings.

I was selected to serve as the arbitrator. I held virtual Zoom hearings on August 10 – 18, 2026.

The hearings progressed in an orderly manner; the attorneys did a superb job representing their own relevant cases. Witnesses were sworn under oath, testified on ZOOM and subject cross-examination. Court reporters transcribed the hearing and made copies of the transcript available to me and the parties.

RCW 40.80.010(3) establishes a September deadline.

PRELIMINARY MATTERS

The Teamsters Local 117 and the Washington State Department of Corrections submitted impasse issues to be certified to interest arbitration under RCW 41.80. 200 and WAC 391-55-265.

The following issues were submitted:

Article 31.X – Job Classification Requirement;

Article 13.2 – Employers Responsibilities; which is alleged to be a nonmandatory subject of bargaining; and

Article 13.4 - Transport of Inmates, which is alleged to be a mandatory subject of bargaining.

ISSUES

The Union states their proposal on Article 31.X means to address “the stagnant pay and compression that WMS employees have experienced.

CLASSIFICATION 31.1 Classification Plan

The Washington Management Service (WMS) is included in the classified service and is a personnel system for civil service management level positions in Washington State government. In accordance with RCW 41.06.022, a manager or managerial employee is defined as the employee of a position that: A. B. C. D. E:

Formulates statewide policy or directs the work of an agency or agency subdivision;

Administers one or more statewide policies or programs of an agency or agency subdivision;

Manages, administers and controls a local branch office of an agency or an agency subdivision, including the physical, financial or personnel resources, has substantial responsibility in personnel administration, legislative relations, public information or the preparation an administration of budgets;

and/or Functions above the first level of supervision and exercises authority that is not merely routine or clerical in nature and requires the consistent use of independent judgment.

Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay. 32.2 “N2” Pay Range Assignments A. B. Effective July 1, 2025, each classification represented by the Union will continue

Effective July 1, 2025, each classification represented by the Union will continue to be assigned to the same salary range of the “Washington State Salary Schedule Effective July 1, 2023, through June 30, 2025” applicable to Teamsters bargaining units (the 2023-2025 Teamsters Salary Schedule) that it was assigned on June 30, 2025.

Effective July 1, 2025, each employee will continue to be assigned to the same range and step of the 2025-2027 Teamsters Salary Schedule that they were assigned on June 30, 2025.

Effective July 1, 2025, all salary ranges and steps of the Teamsters Salary Schedule will be increased by 5.89%. This salary increase is based on the Teamsters Salary Schedule in effect on June 30, 2025.

Effective July 1, 2026, all salary ranges and steps of the Teamsters Salary Schedule will be increased by 4.07%.

This salary increase is based on the Teamsters Salary Schedule in effect on June 30, 2026.

ARTICLE 13.2 Employer Responsibilities

Recognizing the inherent risk(s) in a correctional setting, the Employer is obligated to provide a safe workplace and to educate employees on proper safety procedures and use of protective and safety equipment. The Employer is committed to responding to legitimate safety concerns raised by the Union and employees. The employer will comply with federal and state safety standards, including requirements relating to first aid training, first aid equipment and the use of protective devices and equipment. The Employer will follow Department policies and procedures.

ARTICLE 13.4 Transportation of Inmates

The Employer agrees to provide sufficient staff for the transportation of incarcerated individuals as required by agency policy. When the Employer determines the need to transport an incarcerated individual transport will be done only by armed custody staff. The requirement to be armed does not apply to the transport of incarcerated individuals for MI2 work crews.

FACTS

1. The parties to this dispute are the State of Washington, Department of Corrections (DOC), and Teamsters Local Union #117 (Union).
2. DOC operates prisons and community corrections with eleven prisons and over 14,000 incarcerated individuals. The members of Teamsters Local 117 are employed in the prison division. They work in the state prisons, the state penitentiary, and the state correctional work camps.

3. In a separate unit, the Union also represents higher-level corrections employees covered under the Washington Management Service.
4. The State expects revenues will decrease during the 2025-2027 and the 2027-2029 biennia.
5. The Department of Corrections received directions to get a balanced budget and to attempt to lower ongoing cost of the services the state provides.
6. The Department's 12 facilities have a vacancy percentage between 5%-6%.
7. The Teamsters Union represents Washington Management Services (WMS) bargaining unit at DOC.
8. The WMS unit employs 282 management employees.
9. WMS unit has had the opportunity to collectively bargain wages, hour, and working conditions since 2024.
10. This is the first time the WMS unit has had the opportunity to have interest arbitration.

UNION'S POSITION

The Teamsters Union proposes a general wage increase of 8% effective July 1, 2027, and 8% effective July 1, 2028.

In addition, the union requests a wage increase for the new WMS employees of 20% in the first year and 10% the second year.

Furthermore, the Union proposes changes to layoffs, sick leave, stacking of premium, paid instruction time, and leave following a critical incident.

STATE'S POSITION

Washington State Department of Corrections (DOC) asserts that the State's revenues are expected to decrease by approximately \$886 million during the 25-27 and 27-29 biennium. Therefore, DOC needs "to put a hold on hiring, reductions in operating budgets, travel restrictions."

DOC plans to add statewide specialized units: statewide transport teams and statewide visitation units.

Bargaining over wages will be limited to Washington management service salary bands, not individual classifications or positions.

The union and employer agreed on five comparable states: Arizona, Colorado, Nevada, Oregon, Utah, in addition to Washington. Looking at minimum salaries for all six states, three states, including Washington, had lower salaries; the other three had higher salaries.

AWARD

Washington State is not currently in a position to give a large or medium wage increase for the next biennium.

The office of financial management believes there will be significant budget shortfalls in the next biennium.

There may be a “millionaire tax” in the coming years, although it is currently unknown if that will happen and increase revenues for the State.

I believe the State is in the position to raise employee wages by 1.5%.

Effective July 1, 2027, all bargaining unit wage rates are to be increased by 1.5%.

Effective July 1, 2028, all bargaining unit wage rates are to be increased by 1.5%.

All other changes to the collective bargaining agreement proposed by the Union remain in the current contract language.

Any facts or arguments presented in the hearings or in the documents provided by the Union and the State the last day of hearing not cited within this interest arbitration award I found immaterial.

I will retain jurisdiction for sixty days after the issuance of this award for the purpose of interpretation of the award.

This Award is issued at Walla Walla, Washington, this 28th of September 2026.

Starr Knutson

Arbitrator