
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON AND TEAMSTERS LOCAL UNION 117 VOLUME 1 – DOC ONLY

**EFFECTIVE:
JULY 1, 2023 THROUGH JUNE 30, 2025**



2023-2025

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

TEAMSTERS LOCAL UNION No. 117 - DOC
~~2021-2023~~2023-2025

***PLACEHOLDER**

APPENDICES

APPENDIX A	A-1
Bargaining Units Represented By Teamsters Local Union No. 117	
APPENDIX B	A-3
General Service Salary Schedule – *Placeholder Effective July 1, 2021	
APPENDIX C	A-15
General Service Salary Schedule -- *Placeholder Effective July 1, 2022	
APPENDIX D	A-27
"N2" Range Salary Schedule – *Placeholder Effective July 1, 2021	
APPENDIX E	A-36
"N2" Range Salary Schedule - *Placeholder Effective July 1, 2022	
APPENDIX F	A-45
Assignment Pay	
APPENDIX G	A-48
Specific Increases	
APPENDIX H	A-50
Special Pay Ranges and Notes	
APPENDIX I	A-51
Registered Nurses and Licensed Practical Nurse Represented by Teamsters Local Union 117	
APPENDIX J	A-54
MOU - Bargaining Regarding Changes to a Mandatory Subject	
APPENDIX K	A-57
DOC Statewide Specialized Units	
APPENDIX L	A-58
"GS1" Range Salary Schedule - *Placeholder Effective July 1, 2021	
APPENDIX M	A-70
"GS1" Range Salary Schedule - *Placeholder Effective July 1, 2022	

MEMORANDUM OF UNDERSTANDING (MOU)

A. STAFFORD CREEK CORRECTIONS CENTER (SCCC) CORRECTIONAL INDUSTRIES (CI)	
OVERTIME	M-1
B. BFOQ POSITIONS AND OVERTIME IN WCCW AND MCCCW	M-3
C. ADULT CORRECTIONS (AC) COOK SALARY ADJUSTMENTS	M-4
D. STAFFORD CREEK CORRECTIONS H2 AND H3 UNIT VACANCIES	M-5
E. MANDATORY OT ASSIGNMENTS FOR COS AND CORRECTIONAL SERGEANTS	M-6
F. SECTION 736 (WITH ATTACHMENT)	M-8
G. FISCAL ANALYST EMPLOYEES SALARY ADJUSTMENTS	M-10
<u>H. DATA SHARING AGREEMENT</u>	<u>M-11</u>
<u>I. MEDICAL FLEXIBLE SPENDING ARRANGEMENT WORK GROUP</u>	<u>M-13</u>

SIGNATURE PAGE

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

PREAMBLE

Pursuant to the provisions of [RCW 41.06](#) and [41.80](#), this Agreement is made and entered into by the State of Washington, referred to as the “Employer,” and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters referred to as the “Union.”

ARTICLE 1

NON-DISCRIMINATION

1.1 Policy Statement

Under this Agreement, neither party will discriminate against employees on the basis of age, sex, marital status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, military status, race, sexual orientation, gender expression, gender identity, religious or political affiliation, creed, color, national origin, genetic information, or any real or perceived sensory, mental or physical disability, citizenship or immigration status. Bona fide occupational qualifications based on the above traits do not violate this Section. The parties agree that sexual harassment will not be tolerated within the workplace.

1.2 Review Processes Available to Employees

The Employer and the Union agree it is important that employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with their supervisor or other management staff, or file a letter of complaint or Internal Discrimination Complaint (IDC) within the Agency. In those cases where an employee files a grievance and an IDC regarding the alleged discrimination, the grievance process will be suspended until such time as the IDC investigation has been completed. Other avenues available to employees are through the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). ~~Employees who file an HRC or EEOC complaint will not initiate or pursue grievances over the discrimination allegation(s). If after filing a grievance an employee chooses to file a complaint with the HRC or EEOC, the grievance regarding the alleged discrimination will be considered withdrawn.~~

ARTICLE 2

UNION RECOGNITION, UNION ORIENTATION AND DUES DEDUCTION

2.1 Recognition

This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by Teamsters Local Union No. 117," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. Job classifications and/or positions that have been historically included in the bargaining unit, that are created as a result of the expansion of an existing facility which is included within the bargaining unit, will be included in the bargaining unit.

2.2 Union Dues & Initiation Fees

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the initiation fee deducted in twenty-five dollar (\$25.00) increments per pay period, and dues for members and voluntary non-member financial supporters of the Union. Union payroll deduction authorization cards submitted to the Employer and received by the payroll office by the tenth day of the month will have deductions beginning on the twenty-fifth pay date. Payroll deduction authorization cards submitted to the Employer and received by the payroll office

by the twenty fifth day of the month will have deductions beginning on the tenth pay date of the next month. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

2.3 Notification

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

2.4 Dues Cancellation

Employees may cancel their payroll deduction by written notice to the Employer and the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The cancellation will become effective on the second payroll after receipt of the confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

Teamsters Local 117 will enforce the year-to-year maintenance of dues requirement only for those employees who signed one (1) of the payroll deduction authorization cards entitled:

1. "COMMITTED TO EACH OTHER – FAMILY, STRENGTH, COMMUNITY";
2. "YOUR VOICE, YOUR UNION Your Membership in Teamsters 117"; or
3. Any card subsequently issued by Teamsters Local 117.

Any employee who signed any earlier card, including the card entitled "PAYROLL DEDUCTION FORM Teamsters Local Union No. 117," will only be required to notify Teamsters Local 117 of their request to cancel their dues deduction, unless the employee has subsequently signed a card listed in 1-3 above. If the Union receives such notification, confirmation will promptly be sent to the Employer that the terms of the employees' signed dues authorization card regarding cancellation has been met.

2.5 Indemnification

The Union and employees agree to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the Employer's reasonable attorney's fees will be paid by the Union.

2.6 Non-Discrimination

There will be no discrimination against any employee because of lawful Union membership activity or status, or non-membership activity or status.

2.7 New Employee Orientation Academy (NEO) and Correctional Worker Core Academy (CORE)

When new employee orientation academy classes are held, the Union will be allowed thirty (30) minutes of presentation time to speak to the class on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The thirty (30) minute presentation will be scheduled as the first order of business of the day on which it is scheduled. The designated Business Representative will be notified of all new employee orientation academy classes, both custody and non-custody. The notice will be provided no later than fourteen (14) calendar days prior to the presentation date and will include the names of employees covered under the parties' CBA expected to be in attendance. Within seven (7) calendar days of such notice, the designated Business Representative will notify the local Appointing Authority or designee of the name of the individual(s) who will be responsible for the presentation. In those cases where a new employee orientation academy class is conducted at an institution, a Business Representative and/or local Shop Steward will be responsible for the presentation. The Shop Steward will experience no loss of salary nor will off-shift presentation time be considered as "time worked" for purposes of computing call back or overtime. In those cases where a new employee orientation academy class is conducted at a site other than an institution, a Business Representative will be responsible for the presentation.

2.8 Site-Specific Orientation

At institutions/regional business offices that conduct site-specific orientation, the Union will be allowed thirty (30) minutes of presentation time to speak on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Business Representative and/or local Shop Steward will be responsible for the presentation. The designated Business Representative will be notified of all site-specific orientations, both custody and non-custody. The notice will be provided no later than fourteen (14) calendar days' prior to the orientation date and will include the names of the employees covered under the parties' CBA expected to be in attendance. Within seven (7) calendar days of such notice, the designated Business Representative will notify the local Appointing Authority or designee of the name of the individual(s) who will be responsible for the presentation.

2.9 Employee Status Report

A. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees in the bargaining unit:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title
6. Work phone number (if maintained by the Agency)
7. Job class code
8. Job class title
9. Appointment date

10. Salary range
11. Salary step
12. Part-time percent
13. Seniority date (unbroken state service date)
14. Separation date
15. Gross salary
16. Deduction code
17. Deduction amount

- B. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees who enter or leave the bargaining unit or stop or start deductions:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title
6. Work phone number (if maintained by the Agency)
7. Job class code
8. Job class title
9. Appointment date
10. Salary range
11. Salary step
12. Part-time percent
13. Seniority date (unbroken state service date)
14. Separation date
15. Gross salary
16. Deduction code
17. Deduction amount

- C. The Union will maintain the confidentiality of all employee mailing addresses.

2.10 Voluntary Deductions

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE and/or a Teamsters Legal Defense Fund deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The beginning and/or termination of this deduction will coincide with the payroll cycle. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with a report showing:

1. Employee name
2. Personnel number
3. Amount deducted

- B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under Section 1(6) of [RCW 41.04.230](#).

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Management Rights

It is understood and agreed that the Employer possesses the sole right and authority to operate the institutions/offices and to direct all employees, subject to the provisions of this Agreement and federal and state law. These rights include, but are not limited to the right to:

- A. Determine the Employer's mission, strategic plan, policies and procedures;
- B. Determine and control the Employer's budget;
- C. Plan, direct, control, and determine the operations or services to be conducted by employees;
- D. Determine the size, composition, and direct the work force;
- E. Hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- F. Discipline or discharge for just cause;
- G. Effect a layoff;
- H. Make, publish, and enforce reasonable rules and regulations;
- I. Implement new or improved methods, equipment or facilities;
- J. Determine reasonable performance requirements, including quality and quantity of work;
- K. Determine training needs and methods of training, and train employees;
- L. Take any and all actions as may be necessary to carry out the mission of the Department in emergency situations;
- M. Utilize non-permanent and on-call employees;
- N. Schedule days and hours of work and overtime as necessary;
- O. Determine the method, technological means, number of resources and types of personnel by which work is performed by the Department; and
- P. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.

The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

3.2 Union Contract Violations

In the event the Employer suspects a violation of the Collective Bargaining Agreement by any Union representative, the Employer may submit a written request to the Union for a formal review of the matter. The Union will respond in writing within twenty-one (21) calendar days of receipt of the request outlining the steps they have taken to resolve the concerns of the Employer.

ARTICLE 4 EMPLOYEE RIGHTS

4.1 Employee Liability

In the event an employee is subject to any legal action arising out of any actions taken or not taken by the employee in the performance of their duties, they have the right to request representation and indemnification through their Agency in accordance with [RCW 4.92.060](#) and [4.92.070](#) and Agency policy.

4.2 Privacy and Off-Duty Conduct

Employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington State, which includes those regarding the right to privacy in their personal life and activities. The Employer retains all of the Employer's rights to correct or discipline an employee for off-duty conduct, which has a nexus to their employment, subject to the just cause provision in Article 8. Employees will be required to report all arrests, criminal citations, and any court-imposed sanctions or conditions that may affect their fitness for duty to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

4.3 Notification of Right to Representation

The employee may request Union representation prior to or during any meeting with management, that the employee believes may lead to corrective and/or disciplinary action.

ARTICLE 5 UNION/MANAGEMENT RELATIONS

5.1 Workplace Behavior

- A. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an Agency's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with dignity and respect.
- B. Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate

behavior, the employee, and/or the employee's Union representative, is encouraged to report this behavior to the employee's supervisor or the Human Resources Office.

5.2 Collective Bargaining Obligations

- A. The Employer will satisfy its collective bargaining obligation under law before changing a matter that is a mandatory subject of bargaining. The Union will submit its demand to bargain to OFM State Human Resources Labor Relations Section (LRS) using the email labor.relations@ofm.wa.gov with a copy to DOC Headquarters Labor Relations Office within twenty-one (21) days from receipt of notice of a change to a mandatory subject. Both parties agree to make a good faith effort to schedule a bargaining session within twenty-one (21) days from LRS receipt of the demand to bargain.
- B. Agency Policies
The Employer agrees, prior to making any change in written Agency policy that is a mandatory subject of bargaining not otherwise covered by the Agreement, to notify the Union and satisfy its collective bargaining obligation.
- C. Release Time and Travel
The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted for the initial meeting only. When the bargaining matter affects more than one (1) institution, the Employer may approve paid release time for one (1) employee representative from each affected facility. The Union will provide the DOC Headquarters Labor Relations Office with the names of employee representatives who will participate at least fourteen (14) calendar days in advance of the date of bargaining in order to facilitate their release. No overtime, compensatory time or exchange time will be incurred by participating employees as a result of negotiations. The Union is responsible for paying any travel or per diem expenses of the employee representatives.

5.3 Labor Management Communication Committees

- A. Labor/Management Communication Committee(s) (LMCC) will be established at the statewide level and at each local institution. The purpose of the committee is to provide continuing communication between the parties and to promote constructive labor-management relations. The Committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.
- B. The Employer and Union will be responsible for the selection of their own representatives. All committee meetings will be scheduled on mutually acceptable dates and times. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. Each party will provide the other with any topics for discussion seven (7) calendar days prior to the meeting.

- C. The Employer will release employee representatives to attend committee meetings. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

5.4 Committee Composition and Participation

- A. A statewide LMCC will be comprised of up to one (1) Agency representative and one (1) employee representative from each facility. Additional staff of the Union and SHR/LRS may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted annually unless agreed otherwise.
- B. Local LMCCs will consist of up to six (6) Agency representatives and up to six (6) DOC employed Union representatives per institution. Additional staff of the Union and the Employer may also attend. If agreed to by both parties, additional representatives may be added. Local LMCCs will be conducted quarterly unless agreed otherwise.

5.5 Scope of Authority

Committee meetings will be used for discussion only, and the committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article, except Section 5.1 or any committees' activities will be subject to the grievance procedure in Article 9. Grievances related to Article 5.1 may be processed through Step 1 of the Panel grievance process. If not resolved, the Union may elevate the grievance to the Agency Head or designee for final review. Grievances related to Article 5.1 are not subject to pre-arbitration review meeting, mediation or arbitration.

ARTICLE 6 UNION ACTIVITIES

6.1 Use of State Facilities, Resources and Equipment

- A. Meeting Space and Facilities
At institutions that have a muster, a Business Representative with one (1) day's written notice to the Superintendent or Designee may present information a maximum of once per month for each shift. The presentation will begin five (5) minutes prior to muster and will not exceed ten (10) minutes in length. The Shift Commander reserves the right to terminate the presentation in order to complete the muster in a timely fashion. The Employer will make its offices and facilities available to the Union to hold meetings at mutually agreeable times with authorization of the Appointing Authority or designee.
- B. Supplies and Equipment
The Union and its membership will not use state-purchased supplies or equipment to conduct Union business or representational activities, except as provided in Subsection C.

C. E-mail, Fax Machines, the Internet, Intranets, and Telephones

Shop Stewards may utilize state owned/operated equipment to communicate with the Union and/or Management for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the State;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of State business;
5. Not disrupt other State employees and will not obligate other employees to make a personal use of State resources;
6. Not compromise the security or integrity of State information or software; and
7. Not include the making of long distance telephone calls, except by the use of a personal calling card during a break.

Subject to the above limitations, members may also use the State e-mail system to make a brief initial contact with a Shop Steward, and/or the Union, regarding a matter relating to the application of this collective bargaining agreement. The Union, its members and its Shop Stewards will not use the above-referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer.

6.2 Union Bulletin Boards

In each facility or off-site office, the Employer will continue to provide bulletin board(s). The Union is permitted to use space adjacent to the bulletin boards for one (1) information folder. At the Union's option, the Employer provided bulletin board(s) may be replaced by a locked, covered bulletin board furnished by the Employer. The Union will reimburse the Agency for the cost of the bulletin board. Key access will be provided to the Superintendent. Material posted on bulletin boards or in the information folders will be the responsibility of the Union, will relate only to Union activities or issues, and will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as Union literature. No Union materials will be posted on Employer property except on the assigned bulletin board space, or in the information folders.

6.3 Information Requests

All requests for information from the Agency by the Union will be submitted in writing. Requests will clearly identify what information is being sought and include the reason for the request. Requests will not normally extend more than twelve (12) months prior to the date of the request. Only the Secretary-Treasurer or designee from the Union will submit

requests for information. Requests will be submitted to the DOC Headquarters Labor Relations Office, unless the context of the information request relates to a local issue at a single location. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union and the parties will discuss the scope and costs associated with the request and the amount the Union will pay for receipt of the information.

6.4 Annual Shop Steward Seminar

The Employer agrees to release six (6) Shop Stewards from each major facility and three (3) Shop Stewards from each stand-alone minimum facility for the Union's annual Shop Steward Seminar. The seminar will be conducted two (2) days in March of each year, unless mutually agreed otherwise. The Union will give thirty (30) calendar days' advance notice of the Shop Steward Seminar as well as identify the Shop Stewards to be released to the DOC Headquarters Labor Relations Office. The Employer will approve vacation leave, compensatory time, or leave without pay for Shop Stewards to attend the seminar and travel to and from the seminar. The Shop Steward and the Employer will mutually agree to the appropriate amount of travel time.

6.5 Union Project Activities

Employees will be granted annual leave, compensatory time, or leave without pay to participate in Union project activities of a specified duration upon request of the Secretary-Treasurer or designee, to the appropriate DOC Assistant Secretary, provided the employee's time off will not interfere with the operating needs of the work unit. The request will be submitted at least fourteen (14) calendar days in advance and cite the duration of the project. No more than one (1) Agency employee will be released from any facility/location at any given time, unless mutually agreed to by the parties.

6.6 Employment with the Union

Employees who are offered employment with the Union will use leave without pay for this purpose and will give fourteen (14) calendar days' advance notice of any scheduled activity request. At the beginning of the employment, upon request, the employee will surrender all State issued items including their badge and uniforms to the Department and complete a "Report of Outside Employment" form.

ARTICLE 7
REPRESENTATIONAL ACTIVITIES

7.1 Shop Steward Representational Activities

Shop Stewards will be released during their normal working hours to attend meetings scheduled by Management within the Steward's institution/office for the following representational activities:

- A. Grievance meetings, including attempts at informal resolution;
- B. Investigatory interviews in accordance with Article 8, Discipline;
- C. Employee performance evaluation conference(s); and/or
- D. Pre-disciplinary meetings.

Shop Stewards will experience no loss of salary for attendance at meetings conducted during their work hours. Attendance at meetings during the Shop Steward's non-work hours will not be considered as "time worked."

7.2 Authorized Work Time

Unless operating needs exist, Shop Stewards will be authorized work time during their normal working hours to represent employees as outlined in Section 7.1 provided:

- A. The Shop Steward promptly notifies their supervisor of the need to be present at such meetings and receives approval;
- B. It is for a specified time period; and
- C. The Shop Steward is not working on a specific task that requires immediate attention.
- D. When activities in Section 7.1 are determined by the Employer to occur virtually, the Department will provide the Shop Steward and involved employee(s) a private space with access to a computer equipped with a camera and microphone or conference line.

For purposes of this Article, "operating needs" means circumstances where operational concerns of Management outweigh the necessity for immediate representation, such as emergencies, emergency exercises, lock downs, and disturbances. In such instances, every effort will be made to reschedule the meeting so that a Shop Steward may attend the meeting during the Shop Steward's normal working hours. If the amount of time a Shop Steward spends performing representational responsibilities is affecting their ability to accomplish assigned duties, the Employer will notify the Union and the Union will take action to resolve the problem.

7.3 Identification of ~~Business~~-Union Representatives

The Union will provide the DOC Headquarters Labor Relations Office with a written list of current full-time and part-time ~~Business~~-Union Representatives and the institution(s)/office(s) for which they are primarily responsible. All ~~Business~~-Union Representatives will have background checks and fingerprint checks completed prior to being provided access. The Union will notify DOC Headquarters Labor Relations Office of any and all changes of ~~Business~~-Union Representatives within ten (10) calendar days of the change.

7.4 Identification of Shop Stewards

The Union will provide the local institution Human Resources Office with a written list of current Shop Stewards. The Union will notify the local institution Human Resources Office of any and all changes of Shop Stewards within ten (10) calendar days of the change. The Employer will not recognize an employee as a Shop Steward if their name does not appear on the list.

7.5 Meeting Notices

A copy of meeting notices for grievance meetings and pre-disciplinary meetings will be forwarded to the Union Headquarters office.

7.6 Steward's Badge

Shop Stewards will be allowed to wear an identifying steward's badge, provided by the Union, at all times while on the Employer's premises.

7.7 Access Privileges

The Union agrees to remain cognizant of the needs of the institution at all times. All activities will be conducted in accordance with the security requirements of the institution. Except in an emergency, ~~Business-Union~~ Representatives will be entitled to unescorted access to institutions/offices, following completion of a DOC institution specific security orientation under the following conditions:

- A. Prior to entering the institution/office, the ~~Business-Union~~ Representative will notify the Appointing Authority or designee of areas being visited;
- B. Advance approval must be obtained from the Appointing Authority or designee to visit control booths, towers, segregation, intensive management units, mental health units, pharmacy and medication rooms;
- C. ~~Business-Union~~ Representatives may meet and greet employees who are working but will not engage in prolonged discussions, distribute materials, or remove employees from their post;
- D. Visits to institutions/offices by representatives of the International Union, or other Union officials may be allowed after discussion of the request between the Secretary-Treasurer and the Deputy Secretary or designee; and
- E. A ~~Business-Union~~ Representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.
- F. Subject to the provisions in Subsection 7.7 A – E above, with prior approval from the appropriate Appointing Authority, Shop Stewards will be granted access to institutions/offices for Union related business.

ARTICLE 8 DISCIPLINE

The wide-ranging powers and duties given to the Department of Corrections (DOC) and its employees involve them in various contacts and professional relationships with incarcerated individuals and the public. Questions concerning the actions and/or omissions of DOC employees may require investigation by DOC. In addition to ensuring that the rights of employees are protected, the Parties recognize that the investigation process must protect the interests of the public, the incarcerated individuals, and the Department. In an effort to ensure investigations are

conducted in a manner that is conducive to good order and discipline, the terms outlined in this Article apply.

8.1 Just Cause

The Employer will not discipline any permanent employee without just cause.

8.2 Forms of Discipline

Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions and discharges.

8.3 Work Assignment

An employee accused of misconduct will not be removed from their existing work assignment unless there is a safety/security concern, including security issues due to any allegation that involves a conflict between staff. Unless prohibited by law, an employee will be returned to their work assignment as soon as the Appointing Authority determines the safety/security concern no longer exists, even if the investigation is still ongoing.

8.4 Home Assignment

Any employee assigned to home as a result of a disciplinary investigation, and who would otherwise be available to work, will be placed and maintained on paid leave for the duration of the home assignment. Home assignment shall only be used when management determines the alleged misconduct is so serious in nature as to warrant the removal of the employee from work. The Appointing Authority shall state in writing the nature of the alleged misconduct supporting the Home Assignment.

8.5 Investigation Process

- A. The Employer has the authority to determine the method of conducting investigations, subject to the just cause standard.
- B. At the time the Appointing Authority assigns an investigator, an employee who is the subject of an investigation will be informed of the nature of the alleged misconduct unless it would compromise the integrity of the investigation.
- C. When the Department (or a consultant hired by the Department) interviews an employee and documents the conversation, the employee will review their statement and submit corrections (if any) to the investigator. The employee will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement and accepts the employee's corrections. Investigations will be completed in a timely manner.
- D. Except in cases involving alleged criminal activity, the employee may contact Human Resources and will receive a progress report and the expected date that the investigation will be completed every thirty (30) days from the date the employee was notified of the investigation. The progress report will provide information specific to the investigation such as next steps and approximate timeframe for completion. However, when the employee is temporarily reassigned from their bid post pending the outcome of the investigation, the Appointing Authority will

provide the employee with a progress report every thirty (30) days from the date of reassignment.

- E. A traditional element of just cause requires discipline to be imposed in a timely manner balancing the need for thorough investigations. Except for conditions outlined below, investigations will be completed no later than six (6) calendar months from the date an employee is notified they are the subject of an investigation. However, the employer may extend the investigation to a maximum of twelve (12) calendar months provided the Employer gives written notice to the Union and the employee explaining the reason for the extension. The time limits provided in this section shall not apply when one (1) of the following occurs:
1. The employee is unavailable or incapacitated;
 2. The Union or employee waives the timelines in writing;
 3. The investigation is conducted by an outside law enforcement Agency;
 4. The investigation involves a criminal matter; or
 5. The investigation requires coordination with another outside Agency or entity;
- F. The Appointing Authority determines when an investigation is complete. At the conclusion of the investigation, an employee who is the subject of an investigation will be informed of the findings in writing and receive, at the employee's request, one (1) free copy of the investigation through Public Disclosure unless a copy is provided in accordance with Section 8.7. The copy will be redacted as required by applicable law. At the pre-disciplinary meeting, the Appointing Authority will inform the employee and the Union the anticipated timeframe in which disciplinary action will be issued. If that timeframe will be longer due to extenuating circumstances, the Appointing Authority will notify the employee and the Union.

8.6 Investigatory Interview

- A. The employee shall be afforded an opportunity and facilities to contact and consult privately with a Union Representative. Employees seeking representation are responsible for contacting their representative. If the representative is not reasonably available, the employee will select another representative who is available.
- B. At the beginning of the initial interview, the Employer will inform the employee of the nature of the allegation(s). Upon request, an employee has the right to a Union Representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. For follow up interviews, the employee will be afforded the opportunity to utilize the same Union Representative as in previous interviews if reasonably available. The role of the Union Representative in an interview is to provide assistance and counsel to the employee. The exercise of rights in this Article must not interfere with the Employer's right

to conduct the investigation. The employee shall be entitled to reasonable intermissions.

- C. Employees have a duty to cooperate with a Department investigation and to answer all relevant and material questions which relate to their official duties or fitness for duty; provided, employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington State and this Collective Bargaining Agreement. Employees will answer all questions fully and honestly.
- D. Pursuant to an order by the Employer to answer and after providing the employee with their Garrity rights, employees that refuse to answer any questions relating to the performance of their official duties or fitness for duty may be subject to discipline, up to and including termination of employment.

8.7 Investigatory Interview Scope

All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is subject to the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is discovered during the course of the interview.

8.8 Investigatory Interview Recording

The interview of the employee may be recorded if mutually agreed upon by the parties, and if so agreed, the employee or Union may make their own recording.

8.9 Pre-Disciplinary Meeting

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee of the reasons for the contemplated discipline, to include the potential policy violations and a description of the range of discipline being contemplated. The Employer will provide a copy of the pre-disciplinary notice and the investigation to the employee and the Union. Upon request, an employee may also have a Union Representative of their choosing at a pre-disciplinary meeting, if held. If the requested representative is not reasonably available, the employee will select another representative who is available. The employee will be provided an opportunity to respond either at the meeting scheduled by the Employer, or in writing if the employee prefers.

8.10 Grievance Processing

Disciplinary action is subject to the grievance procedure set forth in Section 9.2. Grievances relating to oral and written reprimands may be processed only through the Grievance Resolution Panel of the grievance procedure set forth in Section 9.3 and are not subject to arbitration.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 Terms and Requirements

A. Grievance Definition

A grievance is an alleged violation of this Collective Bargaining Agreement. Grievances will be processed in accordance with the provisions of the Collective Bargaining Agreement in which the grievance was originally filed.

B. Filing a Grievance

The Union may file grievances on behalf of an employee or on behalf of a group of employees. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when delivered in person; or upon receipt by electronic mail or by the postmarked date if sent by certified mail.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

1. **Non-Panel Grievances:** Grievances filed statewide, appealing an employee's disability separation, presumption of resignation, or disciplinary action other than oral and written reprimands, and grievances challenging an employee's permanent removal from their bid position. Reassignments in accordance with Article 19, Bid System, are not considered discipline. A Non-Panel grievance must include the following:

- a. A statement of the pertinent facts surrounding the grievance;
- b. The date upon which the employee received notification of the action taken;
- c. A copy of the written notice of the action being grieved;
- d. The requested remedy;

- e. The name of the Business Representative or Shop Steward representing the grievant; and
 - f. Signature of the Business Representative or Shop Steward. A list naming all known affected employees must be attached prior to or at the Step 1 hearing. If the Union files a demand to arbitrate the grievance, the filing will list all affected employees.
- 2. **Panel Grievances:** For all grievances except those described in Subsection 9.1.E.1 above, the written grievance must include the following information:
 - a. A statement of the pertinent facts surrounding the grievance;
 - b. The date upon which the incident occurred;
 - c. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
 - d. The requested remedy;
 - e. Name of the Business Representative or Shop Steward representing the grievant;
 - f. A specific description of how each cited alleged violation has occurred; and
 - g. Signature of the Business Representative or Shop Steward. A list naming all known affected employees must be attached prior to or at the Step 1 hearing. If the Union files a demand to arbitrate the grievance the filing will list all affected employees.
- F. Requests for Clarification
The Employer will not be required to process a grievance until the information required by Subsection 9.1.E is provided. Grievances which do not meet the above conditions, or are otherwise unclear, may be identified by the Employer and referred back to the Union for clarification. The Union will provide written clarification to the Employer.
- G. Modifications
Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.
- H. Resolution
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

- I. Withdrawal
A grievance may be withdrawn at any time.
- J. Resubmission
If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- K. Group Grievances
No more than three (3) grievants will be permitted to attend a single grievance meeting.
- L. Consolidation
Either party may consolidate grievances arising out of the same set of facts.
- M. Bypass
Any of the steps in this grievance procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- N. Alternative Resolution Methods
During Step 2 of the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-panel grievance. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

9.2 Non-Panel Grievance Processing

Non-Panel grievances will be processed as follows:

- A. Filing
A grievance must be filed within twenty-one (21) days after the date the employee receives written notice of their disciplinary action or disability separation. For cases involving permanent removal from their bid position, the employee or representative will utilize this twenty-one (21) day period for attempting to informally bring about settlement with the manager that reassigned the employee. For Statewide grievances, a grievance must be filed within twenty-one (21) days after the date of the alleged violation occurred or the date the grievants became or should have become aware of the issue giving rise to the grievance.
- B. Processing
Step 1: Initial Review. The Union may present a written grievance to the DOC Headquarters Labor Relations Office via electronic mail within the twenty-one (21) day period described above. The Agency Head or designee will meet or confer by telephone or electronic conferencing with a Business Representative and/or Shop Steward and the grievant within twenty one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

Step 2: Pre-Arbitration Review Meeting (PARM). If the grievance is not resolved at Step 1, within fourteen (14) days of receipt of the Step 1 response, the

Union may request a PARM in accordance with Subsection 9.3 B. In addition to all other filing requirements, the request must include a copy of the grievance, all previous responses, and any supporting documents. If the parties agree, an alternative method, [such as PERC mediation](#), to resolve the grievance may be used.

The proceedings of any PARM will not be reported or recorded in any manner, except for agreement that may be reached by the parties during the course of the meeting. Statements made by or to the mediator, or by or to any party or other participant in the meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearing examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 3: Arbitration. If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance and response attached). For grievances challenging a disciplinary action taken against a correctional officer, the demand to arbitrate must be filed with the Public Employment Relations Commission (PERC) in accordance with the arbitration process established by [RCW 41.58.070](#). For all other grievances, the demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS). The Union shall send a copy of the demand to arbitrate to the OFM State Human Resources Labor Relations Section (LRS) at the email address labor.relations@ofm.wa.gov and the DOC Headquarters Labor Relations Office within fourteen (14) days of impasse at PARM.

9.3 Panel Grievance Processing

All panel grievances will be processed as follows:

A. Informal Resolution

A grievance must be filed within twenty-one (21) days after the date the alleged violation occurred, or the date the grievant became or should have become aware of the issue giving rise to the grievance. The employee or representative will utilize this twenty-one (21) day period for attempting to informally bring about settlement. Attempts at informal resolution will at a minimum include discussions with a manager who has the authority to resolve the issue. The employee or representative will indicate that the discussion relates to an issue of a potential grievance.

B. Processing

Step 1: Grievance Filing and Initial Review. If an issue is not resolved informally, the Union may present the grievance, in writing, to the DOC Headquarters Labor Relations Office via electronic mail within the twenty one (21) day period described above. The timeframes for hearing the grievance at Step 1 will begin on the first day the local Human Resources Office is open. The Appointing Authority or designee will meet with a Business Representative and/or Shop Steward and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 2: Grievance Resolution Panel. Within fourteen (14) days of receiving the Step 1 decision, the Union may move the grievance to the Grievance Resolution Panel referenced in Article 10 (“Panel”). The request will be sent to DOC Headquarters Labor Relations Office and must include:

1. A copy of the grievance;
2. A copy of the Step 1 response; and
3. The reason(s) the Step 1 response is unacceptable.

Any majority decision rendered by the Grievance Resolution Panel is final and binding on all parties to the case. If the panel is unable to reach a joint decision on the grievance, except those related to oral and written reprimands, the Union may file a demand to arbitrate the dispute.

Step 3: Pre-Arbitration Review Meeting (PARM). If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance, Step 1 response and GRP decision attached). It will be filed with the OFM State Human Resources Labor Relations Section (LRS) at the email address labor.relations@ofm.wa.gov and the DOC Headquarters Labor Relations Office within fourteen (14) days of the Grievance Resolution Panel hearing. Within fourteen (14) days of the receipt of all of the required information, the LRS will either:

1. Schedule a telephonic PARM or if mutually agreed upon by the parties hold a PARM in person with the LRS, an Agency representative, and the Union’s Business Representative to review and attempt to settle the dispute; or
2. Notify the Union in writing that no PARM will be scheduled.

The proceedings of any PARM will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4: Arbitration. If the grievance is not resolved at Step 3 or the OFM/LRS Section Chief or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. For grievances challenging a disciplinary action against a correctional officer, the demand to arbitrate must be filed with the Public Employment Relations Commission (PERC) in accordance with the arbitration process established by RCW 41.58.70^[BB(1)]. For all other grievances, the demand to arbitrate the dispute must be filed with the FMCS within fourteen (14) days of the PARM or receipt of the notice that no PARM will be scheduled.

9.4 Arbitrator Selection

Except for correctional officers, the parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the FMCS unless they otherwise agree in writing.

For correctional officers, arbitrators will be assigned in accordance with [RCW 41.58.070](#).

9.5 Authority of the Arbitrator

The arbitrator will have the authority to interpret the provisions of this Agreement to the extent necessary to render a decision on the case being heard. The arbitrator will have no authority to add to, subtract from, or modify any of the provisions of this Agreement, nor will the arbitrator make any decision that would result in a violation of this Agreement. The arbitrator will be limited in their decision to the grievance issue(s) set forth in the original grievance unless the parties agree to modify it. The arbitrator will not have the authority to make any award that provides an employee with compensation greater than would have resulted had there been no violation of the Agreement. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

9.6 Arbitration Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties. If the arbitration hearing is postponed or cancelled because of one (1) party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half (1/2) of the costs of the court reporting fee, the original transcript and the arbitrator's copy. Each party is responsible for the costs of its attorneys, representatives and witnesses, and all other costs related to the development and presentation of their case. Grievants, Shop Stewards, and their witnesses will not be paid for preparation for travel to or from, or participation in arbitration hearings, but may use leave for such activities.

9.7 Scheduling and Leave Time

A. Step 1 Grievance Meetings

The Employer has discretion in scheduling Step 1 grievance meetings, provided that seventy-two (72) hours' notice will be provided to the grievant and their representative prior to the date and time of the meeting. For panel grievances, every effort will be made to schedule the meeting during the grievant's normal working hours. Grievance meetings held during off-duty hours of the grievant and/or representative will not be compensated.

B. Grievance Resolution Panel Meetings, Mediations and Arbitrations

The Employer will approve vacation leave, compensatory time, or leave without pay for a Shop Steward or a grievant or a contact/spokesperson, in cases where there is more than one (1) grievant, to attend the Grievance Resolution Panel (GRP) meeting, mediation meeting, and arbitration. If the GRP resolves a grievance, part of the resolution may include restoration of leave taken by the grievant to attend the GRP meeting. If an arbitrator sustains the grievance in whole or in part, leave taken by the grievant to attend GRP, mediation, and/or arbitration will be restored.

C. Attendance at Meetings/Hearings

Unless there is an emergent reason, failure by the Union or the grievant to attend and participate in a scheduled grievance meeting will constitute waiver of the grievance.

ARTICLE 10 GRIEVANCE RESOLUTION PANEL

10.1 Authority of the Panel

The Employer and the Union will continue to maintain a permanent committee for the resolution of grievances, referred to as the Grievance Resolution Panel (“the Panel”). The Panel will have the authority to interpret the provisions of this Agreement, only to the extent that the interpretation is necessary to render a decision on the case being heard. The Panel will not have the authority to contradict, add to, subtract from, or otherwise modify the terms and conditions of this Agreement.

10.2 Panel Membership

The Panel will consist of three (3) Employer Panel members appointed by the Employer who have the authority to resolve the grievances, and three (3) Union Panel members appointed by the Union who have the authority to resolve the grievances. If the case involves an institution or facility that a Business Representative has been appointed to represent, or at which a Shop Steward is employed, the representative may not serve as a Panel member during the hearing of that case. If the case involves an institution or facility where an Employer representative is employed/located, the Employer representative may not serve as a Panel member during the hearing of the case.

10.3 Panel Chairpersons

The Employer will select one (1) of its members to act as Panel Co-Chairperson, and the Union will select one (1) of its members to act as Panel Co-Chairperson.

10.4 Agenda and Decisions

The Employer Co-Chairperson will function as the Panel Secretary. The Panel Secretary or designee will prepare and distribute the agenda at least two (2) weeks prior to the scheduled panel, prepare decisions for each meeting and keep the records of the Panel. The Panel Secretary will be assisted by a support employee to be provided by the Employer.

10.5 Panel Meetings

The meetings of the Panel will be held at least two (2) days monthly and with sufficient frequency to allow for prompt resolution of the grievance caseload. The dates, times, and locations of Panel meetings will be determined by agreement of the Co-Chairpersons. Panel meetings will commence at 8:30 a.m., and no case will commence after 5:00 p.m., unless the Co-Chairpersons agree to do otherwise.

10.6 Case Postponement

Both parties have the right to postpone a case one (1) time. Notification of a postponement must be provided to the other party and the Co-Chairpersons seven (7) calendar days in advance of the hearing. Additional postponements will be permitted only by agreement of both parties.

10.7 Representation at Panel

Business Representatives, Shop Stewards and representatives of the Employer may present cases before the Panel. Attorneys will not present cases before the Panel.

10.8 Observers

Non-participants are permitted to observe hearings. Either Co-Chairperson will have the right to exclude non-participants from the hearing room when necessary to protect the integrity of the grievance procedure or the sensitivity of the issue being grieved.

10.9 Procedural Objections

Either party may raise a procedural objection(s). Objections must be filed in writing and submitted to the DOC Headquarters Labor Relations Office, the Union's Headquarters Office, and the local Human Resources Office within seven (7) calendar days from notification of a Panel hearing being requested. The non-moving party may file a written response to the objection. The written response must be filed within seven (7) calendar days of receipt of the written objection and will be submitted to the DOC Headquarters Labor Relations Office and the Union. An administrative review on the procedural objections filed will occur during an Executive Session at the next scheduled Panel hearing. Both parties will be notified of the Panel's decision. If the Panel:

- A. Is able to reach a decision on the objection, the Business Representative and the grievant will be notified of the decision. The decision will be considered final and binding on the parties.
- B. Is unable to reach a decision on the objection, the Panel may choose to hear the grievance on its merits. If the Panel chooses to hear the grievance, this does not preclude either party from raising the objection at further steps of the grievance procedure. The grievance will be heard at the next regularly scheduled Panel hearing.

10.10 Case Presentation

Representatives may make opening statements, present evidence supporting specific alleged violations, and present a closing argument. Eight (8) copies of all written material and exhibits to be presented to the Panel must be provided to the Panel and the other party.

The Union will present first except when Article 8.1 is an alleged violation, then the Employer will present their case first. Presentations by the parties will not exceed fifteen (15) minutes each and will be limited to those issues raised in the written grievance. Panel members may ask questions of either party.

10.11 Executive Session and Decision

After completion of case presentation, Panel members will go into executive session. Only Panel members may be present during such sessions, and only the Panel members may participate in the deliberation. Panel members may take a caucus and consult with participants and representatives at any time. During executive session, Panel members will discuss the case and render a decision. If the Panel determines that further information is necessary in order to render a decision, the hearing will be reconvened. After a decision has been reached, all interested parties will be called into the hearing room and advised of the decision. Any decision rendered by the Panel is final and binding on all parties to the case.

10.12 Additional Rules

Any additional procedural rules may be established by mutual agreement of the Panel Co-Chairs.

ARTICLE 11
BARGAINING AGREEMENT TRAINING

11.1 Purpose

It is to the benefit of the parties that those local representatives of both the Employer and the Union responsible for the day-to-day administration of this Agreement have a common understanding from which to begin its administration.

11.2 Training Responsibilities

Within ninety (90) calendar days of the date that the Agreement is signed, the Employer and the Union will initiate a bargaining agreement training program. The Union will ensure that training is provided to current Shop Stewards, and the Employer will ensure that training is provided to managers and supervisory staff.

11.3 Shop Steward Training

To accomplish the foregoing, the Union will present the trainings to current Shop Stewards at all institutions annually. The Employer agrees to release all Shop Stewards in order for them to attend training. At each institution, one (1) training will be scheduled on each shift to last no longer than two (2) hours. This training will be considered time worked for those Shop Stewards who are on duty. Shop Stewards who voluntarily attend training during off-duty hours will not be compensated. The Union will give fourteen (14) calendar days' advance notice of the trainings to the Department of Corrections Labor Relations Office, and the trainings will be scheduled at a mutually agreeable time. Shop Stewards who are appointed after the training at their institution has been completed will be released for training on the same basis.

ARTICLE 12

PERFORMANCE AND CAREER DEVELOPMENT

12.1 Education and Training

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' ability to perform their job duties and to prepare themselves for promotional opportunities. Training and employee development opportunities will be provided to employees in accordance with Agency policies, as available and within budgetary constraints. When assigning training, the Employer will prioritize employees for training opportunities who require the training for their position. If a training or employee development opportunity is denied, upon request of the affected employee, Management will provide a reason for the denial to the affected employee.

12.2 Education, Training and Tuition Reimbursement

- A. Employees are encouraged to further their personal and development goals through job-related and educational courses. Each institution will make available to employees training course announcements that have been provided to the institution. The Agency agrees to provide tuition reimbursement in accordance with Agency policy to employees for successful completion of job-related and approved educational courses.
- B. The Agency may provide employees trainings and/or courses qualifying for Continuing Education Units (CEU) or Continuing Medical Education (CME). If an employee is not offered the opportunity to obtain CEUs or CMEs, the Agency agrees to provide reimbursement for successful completion of approved courses necessary to maintain required licenses or certifications required for the employee's permanent position. The Agency will not be required to provide reimbursement for continuing education credits, CEUs or CMEs in excess of credits/units needed to maintain required licensure or certification.
- C. The approval or denial of education, training and tuition reimbursement will be provided within twenty-one (21) calendar days of the request. If the request is denied, the reason for the denial will be included in the response.

12.3 Orientation and In-Service Training

The Agency agrees to provide orientation and in-service training, as well as professional development opportunities to employees in accordance with Agency policies.

12.4 Specialized Training

The Agency agrees to provide state-wide minimum standards of training for specialized assignments or required duties, such as Emergency Response Team, Special Emergency Response Team, and other posts, where use of weapons, use of physical force or breathing apparatus are required.

12.5 Firearms Qualification

Employees who are not provided an opportunity to qualify in firearms, will not be permanently reassigned to another post or position.

12.6 Self-Defense Training

Non-custody employees will be provided an opportunity to be trained in self-defense on an annual basis.

12.7 Policies Access

Each institution/office will have available to employees during each shift, access to current Agency policy directives and operational memoranda pertinent to that institution.

ARTICLE 13
SAFETY AND HEALTH

13.1 Safety Standards and Principles

The Employer and the Union agree that the nature of work performed in correctional facilities by employees is recognized as potentially hazardous. Therefore, the Union and the Employer will cooperate in the endeavor to maintain a safe, healthy, and drug and alcohol free work environment. The Employer agrees that no employee should work or be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Agency's Safety and Health Program, Department of Labor and Industries, State of Washington, and other applicable regulatory requirements.

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.

13.3 Employee Responsibilities

Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with Article 23, Sick Leave, when employees self-report or the Employer receives a written report from a licensed medical practitioner or county health official that the employee has a contagious health condition. Employees are obligated to work in a safe manner, including but not limited to:

- A. Observation of safe practices governing their work;
- B. Use of proper safety devices and protective equipment as required by the Employer;
- C. Proper care for state-issued personal protective equipment; and
- D. Prompt reporting to their immediate supervisor of any occupational injury or illness, regardless of the degree of severity.

13.4 COVID-19 Vaccination

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. All employees are required required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated, does not include boosters) according to the schedule recommended by the U.S. Centers for Disease Control and Prevention, or be approved by the employer for medical or religious exemption and accommodation, as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject discipline, up to and including termination.

Boosters are not mandatory, however, employees who provide proof of up-to-date COVID-19 vaccination, to include boosters, may receive a one-time lump sum payment, pursuant to Article 32.30.

13.54 Transportation of Inmates

The Employer agrees to provide sufficient staff for the transportation of inmates as required by Agency policy. When the Employer determines the need to transport an offender releasing to the community, transport will be done by custody staff.

13.65 Ergonomic Assessments

Employees may request an ergonomic assessment of their work station. Solutions to identified issues/concerns will be implemented within available resources.

13.76 Precaution and Prevention

Except as provided by Washington Administrative Code (WAC), all employees will take necessary action through the proper use of personal protective equipment provided and mandated by the Agency to prevent the spread of communicable, environmental and infectious diseases. Employees who are or could potentially be exposed to the body fluids of others will have access at all times to disposable mouth coverings and gloves. In accordance with Agency policy, employees who are exposed to bodily fluids will be released from duty and provided the opportunity to seek immediate medical care.

13.87 Posting of Safety Information

The Employer will comply with state and federal requirements regarding the posting of safety-related information. The name and phone number of the Regional Safety Manager and institution Safety Officer/Representative will be posted on all institution safety bulletin board(s). State safety regulation(s) will be maintained by the institution Safety Officer/Representative and will be available upon request.

13.98 Safety Committees

A local institution safety committee will be maintained and will operate at each institution in accordance with Department policy and applicable WACs.

13.109 Safety Committee Meetings

Safety committee meetings will be held at least quarterly. The committee will be responsible for determining the date, hour, location, and frequency of the meetings. Notices

of local meetings will be posted on designated institution safety bulletin board(s), and a copy will be sent to the Union. Safety committee members will not lose pay or related benefits as a result of their attendance at safety committee meetings.

13.110 Safety Committee Responsibilities

The safety committee will:

- A. Review safety and health inspection reports;
- B. Identify unsafe conditions or practices and assist in correction of identified unsafe conditions or practices;
- C. Evaluate accident investigations to determine if the cause of the unsafe condition involved was properly identified and corrected;
- D. Evaluate the accident and illness prevention program and discuss recommendations for improvement where indicated; and
- E. Evaluate the availability and condition of protective clothing/equipment, and evaluate the development of new protective clothing/equipment.

Committee recommendations will be forwarded to the Superintendent for review and action, as necessary. The Superintendent will report such action/information to the Safety Committee as soon as possible.

13.124 Safety Committee Meeting Minutes

Minutes of Safety Committee Meetings will be taken and kept on file at the local institution and Department of Corrections' headquarters safety office. The minutes will be posted on the designated institution safety bulletin board(s). Minutes will be reviewed by the committee for any corrections and final adoption at the next Safety Committee Meeting. A copy of the minutes will be sent to the Union.

ARTICLE 14

DRUG AND ALCOHOL FREE WORKPLACE

14.1 Drug and Alcohol Free Workplace

All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

14.2 Possession of Alcohol and Illegal Drugs

Employees may not use or possess alcohol in state vehicles, on Agency premises or other governmental or private worksites where employees are assigned to conduct official state business except when the premises are considered residences. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on Agency premises, or on official business is prohibited.

14.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of medication.

14.4 Drug and Alcohol Testing

A. DOT Testing

Employees required to have a Commercial Driver's License (CDL) or to be tested by the United States Coast Guard, are subject to drug and alcohol testing in accordance with the U.S. Department of Transportation rules or the Federal Omnibus Transportation Employee Testing Act of 1991, or the Coast Guard Regulations (46 CFR Part 16). The testing will be conducted in accordance with Agency policy, and subject to the provisions of this Article.

B. All Other Testing

All prospective and current employees will comply with Agency policy regarding pre-employment, post-accident, post-shooting, and reasonable suspicion testing.

14.5 Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program within fifteen (15) days from the date the employee notifies Human Resources of the request for assistance. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment

The employee ~~will~~may be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitation program certified by the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR). The employee will provide the Human Resource Manager with the date the assessment is scheduled and the date the assessment is completed. During out-patient treatment, Employees will continue to work with Human Resources on the progress of their treatment on a regular and agreed to basis. If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if they refuse to participate in or successfully complete any DBHR certified program.

C. Return to Work

Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for

drugs/alcohol during this period they will be discharged, unless the Appointing Authority determines otherwise.

D. Release of Information

Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.

14.6 Reasonable Suspicion Testing

A. Standards

Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

B. Specific Objective Grounds

Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or
3. The occurrence of an accident(s) where a trained manager or supervisor suspects controlled substance/alcohol use may have been a factor.

C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager or supervisor who has completed the training on detecting the signs/symptoms of being affected by controlled substances/alcohol. The Appointing Authority or designee must approve the testing.

D. Testing

When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

E. Testing Procedures

Testing will be conducted by an outside certified Agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services. All employees notified of a

positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative the Employer will reimburse the employee for the cost of the split sample test.

F. Positive Test Result

A positive test result will be defined as any result regarded as positive under Department of Transportation (DOT) standards. Except as provided in Section 14.5, an employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge.

14.7 Training

Training will be made available to all managers and supervisors. The training will include: the elements of the Employer's Drug and Alcohol Free Workplace Program; the effects of drugs and alcohol in the workplace; behavioral symptoms of being affected by controlled substances and/or alcohol; and rehabilitation services available.

ARTICLE 15
HIRING AND APPOINTMENTS

15.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing Agency.

- A. An Agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 35, Layoff and Recall, of this Agreement and are confined to each individual agency.
- B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46 080.
- C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the Agency.
- D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the Agency.
- E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the Agency.

15.2 Filling Positions

When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

- A. The most senior candidate on the Agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
- B. If there are no names on the internal layoff list, the Agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, Agency promotional, internal transfers, and agency voluntary demotion. All candidates certified must have the position specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the Agency may consider up to ten (10) additional tied candidates. The Agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
- C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
- D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the Agency may add up to three (3) affirmative action candidates to the names certified for the position.
- E. When recruiting for multiple positions, the Agency may add an additional five (5) Agency candidates and five (5) other candidates to the certified list for each additional position.
- F. An employee who is not offered a position may request feedback from the hiring supervisor/manager. When requested, the hiring supervisor/manager will provide feedback within fourteen (14) calendar days.

15.3 Inter-Institutional Movement

- A. Transfer/Hardship Transfer/Voluntary Demotion Requests
Employees who have gained permanent status within their current job classifications may request a transfer, hardship transfer or voluntary demotion to another institution/regional office by submitting a transfer, hardship transfer or voluntary demotion application electronically to the local Human Resources Office of the gaining institution/regional office. Request for transfers or hardship transfers must be within the employee's current classification. Requests for demotion must be to a classification in which the employee previously held permanent status. Requests for transfer, hardship transfer or voluntary demotion must meet the criteria for approval in Subsection 15.3 B. These requests will remain active for six (6) months and will only apply to permanent positions the Employer has determined to fill with a permanent appointment. A hardship transfer is defined as a medical, marital or safety-threatening situation causing specific loss or suffering to an employee or the employee's spouse, children, parents, or spouse's parents.

B. Criteria for Approval

If there is a position available after first consideration of bids and then hardship transfers, prior to hiring from outside of the Agency, employees requesting a transfer or voluntary demotion will be offered the position in order of seniority provided they meet the following criteria:

1. The transfer/hardship transfer/voluntary demotion application was properly submitted to the gaining institution/regional office prior to the position becoming available; and
2. The employee has worked continuously at their current institution/regional office for the past two (2) years or was transferred to their current location as a result of a layoff action; and
3. The employee has demonstrated the position specific skills and abilities necessary to perform the duties of the position; and
4. There are no disciplinary action(s) within the last year in the personnel file; and
5. There is no pending disciplinary action, involving reductions-in-pay, demotions, or suspensions; and
6. Within the previous ninety (90) days, there are no performance issues being addressed, as documented in the employee's supervisory file; and
7. The appointment will not create a violation of Agency policy or give rise to an operational need as defined by Subsection 19.1.E; and
8. The Department has not imposed a transfer/voluntary demotion freeze because ten percent (10%) or more of the positions within the employee's current job classification at the employee's current institution/regional office are vacant.

C. Certified Candidate Pools

The Employer may bypass this sub-article and permanently fill position(s) in accordance with Section 15.2 in any of the following circumstances:

1. There are eligible diversity or General Government Transition Pool Program candidates.
2. The position is available due to the establishment of a new institution/regional office, institution/regional office expansion, or consolidation of institutions/regional offices.
3. At stand alone minimum security facilities and regional offices where there are ten (10) positions or less within the job classification at the gaining institution/regional office.

4. Twenty percent (20%) or more of the permanent appointments within the job classification at the gaining institution/regional office were filled by way of the inter-institution transfer process in the past twelve (12) months.

D. Approval Process

1. If a job offer is made, the employee must begin work on the date specified by the gaining institution/regional office unless a different date is agreed to by the Appointing Authority and employee.
2. An employee who is not offered a position may, within seven (7) calendar days from the date of notification of non-selection, request the Appointing Authority of the gaining institution/regional office provide the reason(s) for not receiving the transfer. When requested by the employee, the reason(s) will be provided in writing by the Appointing Authority or designee within fourteen (14) calendar days.
3. The decision to not offer the position is not subject to the grievance procedure in Article 9, Grievance Procedure. If the employee is not satisfied with the Appointing Authority's response, the employee may request and will receive a review by the Secretary or designee and the Secretary-Treasurer or designee from the Union. If the Secretary or designee and the Secretary-Treasurer or designee from the Union are unable to agree on the disposition of the request, the Secretary or designee's determination shall prevail. The review request must be submitted to the DOC Headquarters Labor Relations Office within seven (7) calendar days from the date of the Appointing Authority's response.

15.4 Abolishing or Relocating Positions

The Employer agrees to notify the Union in writing of their intent to abolish funded positions, hold vacant a position for sixty (60) calendar days or more, or relocate funded positions to another institution/regional office.

15.5 Permanent Status

An employee will attain permanent status in a job classification upon successful completion of their probationary, trial service, or transition review period.

15.6 Types of Appointment

A. Non-Permanent Appointments

The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee or to reduce the effects of a hiring freeze or anticipated layoff. A non-permanent appointee must have the skills and abilities required for the position. The Employer may convert a non-permanent appointment to a permanent appointment. The employee will serve a probationary or trial service period if the Employer used a competitive process to fill the non-permanent appointment.

1. Non-Permanent Appointments within the Agency

Permanent employees within an institution/regional office will be considered for non-permanent appointments within the same institution/regional office prior to on-call employees or to other non permanent employees. A permanent employee that accepts a non-permanent appointment within the Agency will have the right to return to their bid position at the completion of the non-permanent appointment; provided that the employee has not left their original non-permanent appointment.

2. Non-Permanent Appointments outside the Agency

An employee with permanent status may accept a non-permanent appointment to another State Agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify their current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's current Appointing Authority will notify the employee, in writing, of any return rights to the institution/regional office and the duration of those return rights. At a minimum, the Agency must provide the employee access to the Agency's internal layoff list.

3. Termination of Non-Permanent Appointments

The employee or the employer may end a non-permanent appointment at any time by giving one (1) working day's notice.

B. On-Call Employment

1. The Employer may fill a position with an on-call appointment when the work is intermittent in nature, is sporadic and does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) working day's notice if the employee is scheduled to work, or one (1) calendar day's notice if the employee is not scheduled to work.

2. Subject to the approval of the Appointing Authority, upon request of the employee, a permanent employee may be appointed to an on-call position. Upon appointment to the on-call position, the employee will maintain their unbroken state service date, but shall no longer be considered to have permanent status and will forego their rights with being a permanent employee.

3. The termination of on-call employment will not be subject to the grievance procedure in Article 9 except, when the on-call employee has worked for the Department for more than four thousand one hundred and sixty (4,160) hours and is terminated for documented performance or misconduct issues, the termination of the on-call employee will be subject to the Just Cause provision in Article 8 as well as the grievance procedure in Article 9.

C. In-Training Employment

The Employer will document the in-training program, including a description and length of the program. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification the employee held permanent status in prior to their in-training appointment in accordance with this Article. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine whether a trial service period will be required for each level of the in-training appointment, or whether there will be a single trial service period. If there will be a single trial service period for an in-training appointment involving more than one (1) level, the Employer will determine the length of the trial service period. If a trial service period is required for each level of the in training appointment, the employee will attain permanent status upon successful completion of the training program at each level. If the entire in training program (meaning all levels within the in-training appointment) is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

D. Project Employment

The Employer may appoint employees into project positions for which employment is contingent upon state, federal or local grants, or other special funding of specific and limited time duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period. Employees with permanent project status will serve a trial service period when they promote to another job classification within the project or transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employee has not previously attained permanent status in. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period. An employee that holds a bid position that accepts a non permanent project appointment will have the right to return to their bid position at any point for up to

twelve (12) months in the project appointment, or upon completion of the project employment, whichever occurs first. If the employee does not return to their bid position after twelve (12) months, the employee's bid position shall be considered vacated in accordance with Section 19.5. The layoff and recall rights of project employees will be in accordance with the provisions of Article 35, Layoff and Recall.

E. Designation and Termination of Non-Permanent, On-Call, In-Training, and Project Positions

The designation of a non-permanent, on-call, in-training or project position, or the termination of a non-permanent, on-call, in-training or project employee, are not subject to the grievance procedure.

15.7 Review Periods

A. Probationary Period

1. Length of Probationary Period

Every part-time and full-time employee, following their initial appointment to a permanent position will serve a probationary period. Employees initially appointed into the following job classifications will serve a twelve (12) month probationary period due to the need to complete job-specific training programs:

- a. Classification Counselors;
- b. Correctional Mental Health Counselors;
- c. Sex Offender Treatment Specialists; and
- d. All Health Services classifications.

For Correctional Officers in an in-training program, the length of the probationary period will be twelve (12) months. The probationary period will run concurrently with the six (6) month trial service period.

All other newly hired employees will serve a six (6) month probationary period.

2. Calculation of Probationary Period

The probationary period will begin on the first day of an employee's probationary appointment. An employee who transfers or is promoted prior to completing their initial probationary period will serve a new probationary period. The Appointing Authority may grant day-for-day credit for time already served in probationary status.

3. Non-Permanent Appointments

If an employee in a non-permanent appointment is subsequently appointed permanently to the same or similar position, the Employer may count time worked in the non-permanent appointment towards the probationary period for the permanent position.

4. Extension of Probationary Period

The Employer may extend an employee's probationary period on a day-for-day basis for any day(s) that the employee is on leave without pay, or shared leave except for leave taken for military service. The Employer may extend an employee's probationary period up to ninety (90) days for documented training requirements, performance issues or misconduct. If the Employer extends an employee's probationary period, the Employer will provide the reason for the extension in writing to the employee.

5. Separation

The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days' written notice, the separation will stand and the employee will be entitled to payment of salary for five (5) working days, which time the employee would have worked had notice been given. Five (5) working day notice deficiencies will not result in an employee gaining permanent status.

6. Separation Review

The separation of a probationary employee will not be subject to the grievance procedure in Article 9. However, the employee may request and will receive a review of the separation by the Secretary or designee. The review request must be submitted to the DOC Headquarters Labor Relations Office within fourteen (14) calendar days from the effective date of the written separation notice. This request, however, will not act as a suspension of the designated separation date.

B. Trial Service Period1. Length of Trial Service Period

Except for those employees in an in-training appointment, all employees with permanent status who are promoted, or who voluntarily accepts a transfer or demotion into a job classification for which they have not previously obtained permanent status, will serve a trial service period of six (6) consecutive months.

2. Calculation of Trial Service Period

The trial service period will begin on the first day of an employee's trial service appointment. An employee who transfers or is promoted prior to completing their trial service period will serve a new trial service period. The Appointing Authority may grant day-for-day credit for time already served in trial service status.

3. Non-Permanent Appointments

If an employee in a non-permanent appointment is subsequently appointed permanently to the same or similar position, the Employer may count time

worked in the non-permanent appointment towards the trial service period for the permanent position.

4. Extension of Trial Service Period

An employee serving a trial service period will have their trial service period extended, on a day-for-day basis for any day(s) that the employee is on leave without pay, or shared leave, except for leave taken for military service. The Employer may extend the trial service to no more than twelve (12) consecutive months due to specific documented training requirements, performance issues, or misconduct. If the Employer extends an employee's trial service period, the Employer will provide the reason for extension in writing to the employee.

5. Reversion Rights

An employee serving a trial service period may voluntarily revert at any time or the Employer, with one (1) working day's written notice, may revert an employee who does not successfully complete their trial service period. The Employer will provide seven (7) calendar days' written notice if the employee is reverted to a different institution or regional office. Reversion will be to a funded permanent position within the Agency that is:

- a. Vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification.
- b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both Subsections a and b above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. Pursuant to Article 19, Bid System, reverted employees will be permitted to exercise any bid rights they may have in the classification to which they are reverted. An employee who has no reversion options or does not revert to the highest classification in which they previously attained permanent status may request that their name be placed on the Agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where they had previously attained permanent status.

6. Reversion Review

The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 9. However, any trial service employee notified of an involuntary reversion may request and will receive a review of the reversion by the Secretary or designee. The review request must be submitted to the DOC Headquarters Labor Relations Office within fourteen (14) calendar days from the effective date of the

written reversion notice. This request, however, will not act as a suspension of the designated reversion date.

15.8 Withdrawal Rights

Permanent employees have the right to withdraw a resignation or a notice of transfer, promotion and/or demotion to another region/institution or another state Agency by submitting a written notice of such withdrawal at any time within seventy-two (72) hours (excluding Sundays and holidays) after submission of the notice. The Appointing Authority thereafter may accept a withdrawal of any such notice at any time prior to the effective date. Employees who resign following a pre-disciplinary meeting may not withdraw their resignations.

15.9 Outside Employment

Employees may engage in off-duty employment provided that the employee has submitted a written request to the Appointing Authority and approval has been granted prior to engaging in such employment. The employee will normally be notified in writing within twenty-one (21) calendar days of their submission of the approval, denial or status of the request.

Approval will be granted if the employment does not:

- A. Utilize Employer resources;
- B. Create undue financial obligations for the Employer;
- C. Interfere with proper performance of assigned duties; or
- D. Create a conflict of interest.

ARTICLE 16 HOURS OF WORK

16.1 Definitions

- A. Full-time Employees
Employees who are scheduled to work forty (40) hours per workweek.
- B. Part-time Employees
Employees who are scheduled to work less than forty (40) hours per workweek.
- C. Workday
One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- D. Work Schedules
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- E. Work Shift
The hours an employee is scheduled to work each workday in a workweek.

F. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will be designated by the Appointing Authority. If there is a change in their workweek, employees will be given written notification by the Appointing Authority.

G. The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job;
2. Travel time required by the Employer during normal work hours from one (1) work site to another or travel time outside the employee's normal work hours to a different work location that is greater than the employee's normal home-to-work travel time;
3. Vacation leave;
4. Sick leave;
5. Compensatory time;
6. Holidays; and
7. Any other paid time not listed below.

H. Work does not include:

1. Shared leave;
2. Leave without pay;
3. Additional compensation for time worked on a holiday;
4. Time compensated as standby, callback, or any other penalty pay; or
5. Under Article 17.2.I, paid sick leave used under [RCW 49.46.210](#) or other paid leave used in accordance with the Family Care Act under [RCW 49.12.265](#)

16.2 Determination

The Employer will determine whether a position is scheduled work period, non-scheduled work period or overtime-exempt, except as provided in Article 17.3 and 17.4.

16.3 Scheduled Work Period EmployeesA. Regular Work Schedules

The regular work shift for scheduled work period employees will consist of either:

1. Five (5) consecutive uniform work shifts of not more than eight (8) consecutive hours of work (excluding any meal period) in a twenty-four (24) hour period followed by two (2) consecutive days off;
2. Four (4) consecutive uniform work shifts of not more than ten (10) consecutive hours of work (excluding any meal period) followed by three (3) consecutive days off; or
3. A work shift pattern composed of not more than twelve (12) consecutive hours of work (excluding any unpaid meal period) arranged in consecutive uniform work shifts followed by three (3) or four (4) consecutive days off (alternating every other week). This section shall only apply to new units that are not opening in conjunction with or contemplation of a closure of another unit. The vacant positions will be filled in accordance with Article 19.

B. Alternate Work Schedules

Alternative work schedules must comply with federal and state laws. Alternate work schedules constitute all schedules other than schedules listed in Subsection 16.3 A and schedules for overtime eligible nurses of not more than eighty (80) hours within a fourteen (14) day work period.

1. The Employer and Union agree this Section allows for the establishment of alternative work schedules by mutual agreement between the Appointing Authority and the employee(s) requesting the alternate work schedule. If a request is approved, the Employer will notify the Union at least seven (7) days in advance of the effective date of the new schedule.
2. By mutual agreement, the Employer and the Union may also establish alternate work schedules. Requests and responses shall be in writing.

C. Employer Initiated Schedule Changes

1. The Employer will provide scheduled work period employees with seven (7) calendar days' notice of a shift and/or days off change unless the change is at the written request of the employee.
 - a. If the Employer changes the assigned hours or days of scheduled work period employees without giving them at least seven (7) calendar days' notice of the change, employees will be paid for all time worked outside the scheduled hours or days at the overtime rate for the duration of the notice period.
 - b. When changes in employees' assigned hours or days are made without proper notice, employees may work their scheduled hours or days unless the Employer deems that:
 - i. The employees are unable to perform satisfactorily as the result of excessive overtime hours; or

- ii. The work that normally would have been performed within the scheduled hours or days cannot be performed.
 - c. The Employer is not obligated to pay for those scheduled hours or days not worked, unless the employee is on an authorized leave of absence with pay.
 - d. Overtime pay and shift or schedule change pay will not be paid for the same incident.
 - e. Employees who receive shift change notices to attend training will be provided at least eight (8) hours off-duty between the end of shift and the start of their next scheduled shift, unless mutually agreed otherwise.
- D. Emergency Schedule Changes
In the event of an emergency, such as fire duty, riots, etc., contingency scheduling in accordance with Article 18, Extended Duty Assignments, will apply.
- E. Employee-Requested Schedule Changes
Scheduled work period employees' workweek and work schedule may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met.

16.4 Non-Scheduled Work Period Classifications

Conditions of employment may necessitate adjustment of hours by such employees within forty (40) working hours within the workweek. Non-scheduled work period employees are expected to observe normal working hours unless work requirements call for varying the schedule to complete duties within the forty (40) hour workweek as agreed to by the supervisor prior to deviation from the normal work hours. With prior approval, non-scheduled work period employees may be allowed to adjust their work hours.

Rest and Meal Periods for Employees Required to Wear Full Personal Protective Equipment (PPE): When an employee is required to wear full PPE for their entire work shift, the Employer agrees to provide the Employee two (2) fifteen (15) minutes rest periods and a paid thirty (30) minute meal period for each eight (8) hours worked in an area where they can safely doff their PPE. The employee, at their discretion, will be allowed to take their rest and meal period in an area outside their work location.

16.5 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the Agency. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards, which must be met by overtime-exempt employees.

- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Employees will notify their supervisors when they adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with approval of the Appointing Authority or designee, overtime-exempt employees may accrue exchange time for working in excess of forty-five (45) hours in a workweek. Such approval will not be arbitrarily withheld. Exchange time may be accrued at straight time to a maximum of one hundred twenty (120) hours. Exchange time has no cash value and cannot be transferred between facilities or other agencies.
- E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Such concurrence will not be arbitrarily withheld. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.
- G. Upon approval by the Secretary or designee for emergency operations, employees in overtime-exempt positions who have accrued the maximum exchange time identified in Subsection D above may be eligible for critical incident pay at the straight time rate for all hours worked in excess of forty-five (45) hours in a workweek.

16.6 Scheduled Days Off

Except in cases of emergency, no employee will be required to return to their place of employment on their scheduled day off.

16.7 Shift Exchange

The Employer and the Union agree that shift exchanges are a useful process to allow employees more flexibility and improved work/life balance. Employees within an institution who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified. The shift exchange process will not be used to circumvent the bid system or the supervisory chain of command. Shift exchanges will be in accordance with the following:

- A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practicable.

- B. Requests for shift exchanges will be considered on a case-by-case basis. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s). Requests for shift exchanges will be submitted to the appropriate Appointing Authority or designee for approval.
- C. Shift exchanges may be denied. If denied, the employee will be provided the reason(s) in writing.
- D. Employees will not submit requests for shift exchanges which would result in overtime. Each employee will be considered to have worked their regular schedule.
- E. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.
- F. The failure of an employee who has exchanged shifts to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

16.8 Hours of Work for Scheduled Work Period Employees

- A. Shift Start
The shift will start at the beginning of the employee's scheduled hours of work at the location designated by Management, provided that the location designated by Management will not require the employee to perform work related activities (including security screenings, attendance, chit or equipment exchange, or pass-down) prior to the shift start time.
- B. Scheduled Work Period Employees' Unpaid Meal Periods
The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296 126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled between the second and fifth hour of the shift at a time designated by the Employer. (For employees on a ten and one-half [10½] hour shift, the lunch period will be scheduled between the third and sixth hour of the shift at a time designated by the Employer.) Employees may leave the facility during the unpaid meal period via authorized routes. Employees who pass through master control will be allowed a brief amount of duty time to get from their post to master control and to return to their post from master control. Employees may be assigned duties to perform during this time. If the Employer requires an employee to maintain radio, phone, or pager contact during the unpaid meal period, the employee will be in standby status.
- C. Interrupted Unpaid Meal Period
When an employee's unpaid meal period is interrupted by a directive from a supervisor to perform any work related activity, or the employee responds to an emergency consistent with Emergency Response procedures, the employee may be entitled to receive another thirty (30) minute meal period, if that meal period can

be initiated no later than the fifth hour of the shift. (Sixth hour in the case of employees on the ten and one-half [10½] hour shift.) In the event an employee is unable to complete the unpaid meal period, due to operational necessity, the employee will be entitled to compensation for the entire thirty (30) minute meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

D. Double Shifts and Meal Periods

When an employee works a double shift, the Employer will not require the employee to take an unpaid meal period during the additional shift. Employees will be permitted to eat intermittently as time allows during their shift while remaining on duty.

E. Scheduled Work Period Employee Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

F. Scheduled Work Period Employee Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of ten (10) minutes for each one-half (1/2) shift of four (4) or more hours worked at or near the middle of each one-half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten (10) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

G. Scheduled Work Period Employee Rest and Meal Periods for Employees Required to Wear Full Personal Protective Equipment (PPE)

When an employee is required to wear full PPE for their entire work shift, the Employer agrees to provide the Employee two (2) fifteen (15) minutes rest periods and a paid thirty (30) minute meal period for each eight (8) hours worked in an area where they can safely doff their PPE. The employee, at their discretion, will be allowed to take their rest and meal period in an area outside their work location.

16.9 Telework Position Eligibility

The Employer will document and maintain approved telework requests on an agency telework agreement. Employees may appeal a denied request through their Appointing Authority. Approved telework agreements will include the following:

1. No change in the employee's duty station solely due to the telework agreement;

2. Approved telework agreements shall terminate upon transfer to a new division or work unit;
3. Transferring employees must submit a new request;
4. Telework agreements, and any modification, will be kept on file at the employee's primary worksite and in the employee's official personnel file.

The Employer may require an employee to attend meetings in person or report to the office/field on an approved telework day. The Employer will consider the employee's personal and family needs.

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility deny a request to telework with seven (7) days' notice due to any of the following:

1. Business needs;
2. Customer service needs;
3. Documented performance and/or attendance concerns; or
4. Failure to comply with the terms of the telework agreement.

The approval, modification, or termination of a telework agreement may only be grieved up to Step 2: Grievance Resolution Panel.

ARTICLE 17

OVERTIME

17.1 Determination and Assignment of Overtime for Licensed Nurses will be in accordance with Appendix I and this Article.

17.2 **Determination and Assignment of Overtime for Custody, Institution Food Service, Food Manufacturing, and Medical, ~~MOU~~ and SCCC Furniture Factory**

A. Right to Assign

The Employer has the right to require an employee to work overtime. When the Employer determines that overtime is necessary and determines to assign such overtime to a bargaining unit employee, the Employer will:

1. Identify the job classification to be assigned the overtime, the number of positions requiring overtime, the specific post assignments and the anticipated duration of the overtime; and
2. Assign overtime as voluntary or mandatory, as set forth in this Article.

B. Eligibility for Voluntary Overtime

All employees will be eligible to sign-up for voluntary overtime except those:

1. Who are on reassignment to home; and
2. As otherwise provided in this Article.

Employees are responsible for accurately reporting their eligibility for voluntary overtime.

C. Voluntary Sign-up List

Voluntary overtime will be assigned utilizing voluntary overtime sign-up lists.

1. A voluntary overtime sign-up list for each day and each shift for an entire month will be posted by the fifteenth of the preceding month for each job classification.
2. Each list will have a column for employee name, time and date of sign up, seniority date, scheduled shift and days off, work extension telephone number, and a column that allows volunteering employees to remove their name from the list. The volunteering employee must complete all columns on the sign up list. The employee may not specify the post(s) they are available or not available to work overtime.
3. Employees may add or remove their name from the list-in person, by initialing the appropriate column.
4. Employees may add or remove their name telephonically within twelve (12) hours of the overtime list being pulled.
5. Four (4) hours prior to the start of the shift requiring overtime, the sign-up list will be pulled and no further additions or deletions will be made.

D. Assignment of Voluntary Overtime

1. The Employer and the Union agree that pre-filling vacancies using volunteers is an important process to allow employees more flexibility, improve work/life balance, and mitigate mandatory overtime. A good faith effort must be made and documented to contact volunteers on the voluntary overtime sign-up list to preschedule overtime for known vacancies.
2. If vacancies still exist after the assignment of prescheduled overtime, daily overtime assignments will be made when the voluntary overtime list is pulled in accordance with Subsection 17.2 (C)(5).
3. Overtime assignments will be offered to employees from the voluntary sign-up list based on seniority date.
4. Volunteers may select any position available, but on-duty employees who have signed up on the voluntary sign-up list for the next scheduled shift may

not refuse an assignment of overtime, unless the anticipated duration is less than one (1) work shift.

5. In the event that the most senior employee is not on duty and cannot be reached, i.e., no answer, when assignments are being offered, the next employee in descending seniority order will be contacted. A good faith effort must be made and documented to contact volunteers in a timely manner to ensure they have enough time to arrive at work in advance of the overtime shift or to inform them that the prescheduled overtime is no longer available.
6. Once an employee accepts an overtime assignment the employee may not refuse the overtime. The Employer will document on the sign-up list the date and time each assignment was accepted.
7. Telephone calls placed to employees who are off duty and who have volunteered to work overtime will not be considered as time worked. Employees that are assigned to work overtime as a result of signing up on the volunteer sign-up list will not be entitled to call back compensation.
8. If an overtime assignment is later unavailable because the position has been filled or cancelled, the employee volunteering for such prescheduled overtime may decline a different overtime assignment.
9. An off-duty employee reporting for prescheduled overtime that is no longer available will be allowed to (in order): choose another vacant overtime assignment, work two (2) hours in an extra post determined by the supervisor or Shift Commander, or decline a different assignment and forego any compensation. However, an off-duty employee reporting for prescheduled overtime contiguous to the beginning of their regular work shift that is no longer available will be allowed to (in order): choose another vacant overtime assignment; work an extra post as determined by the supervisor or Shift Commander until their regular shift starts; or decline a different assignment and forego any compensation. This Subsection applies when there was no good faith effort made and documented to contact the volunteer that the overtime was cancelled.

E. All Call

After the voluntary sign-up list has been exhausted and prior to the assignment of mandatory overtime, the Employer will solicit volunteers who are already on duty ("All Call"). If more than one (1) employee responds to an All Call, the Employer will offer all available posts on a first-come, first-served basis. If there are still insufficient volunteers after the All Call, Management may assign mandatory overtime.

F. Assignment of Mandatory Overtime

1. When mandatory overtime is required, it will be assigned to employees on duty in inverse order of seniority. Employees will be allowed to select from any position available at the time of assignment for which they qualify. However, employees will not be required to work mandatory overtime unless the work is contiguous to the end of the employee's normal shift.
2. In those cases where two (2) or more employees are assigned to mandatory overtime and qualified relief becomes available, the employee with the greatest seniority will normally be provided the first opportunity to be relieved from duty.
3. An employee will only be subjected to one (1) mandatory overtime per cycle. The inverse order will be re-established when the list has been exhausted (senior employee on duty has satisfied their requirement to work mandatory overtime and additional overtime is necessary) or at the beginning of each month, whichever occurs first. Except as expressly provided in Subsections 17.2.H.6 and 17.2.I, there will be no carryover of missed mandatory overtimes into a new cycle.
4. Upon request, shift rosters indicating mandatory overtime assignments will be available for review by the Union. Upon request, an employee who believes they were improperly assigned mandatory overtime may request the shift roster for a specific date and shift. The current mandatory overtime list will be posted or be otherwise made available for employee review within the three (3) hours of the start of each shift.
5. The Department will work with an employee to ensure a ride home if assigned mandatory overtime and the employee has missed their car/vanpool ride home.

G. Assignment of Unexpected Overtime

When an unexpected vacancy occurs within ten (10) minutes of shift change, the Employer will fill vacancies in the following manner:

1. Solicit volunteers who are already on duty and on the Voluntary Overtime List;
2. Solicit volunteers who are on duty ("All Call"). If more than one (1) employee responds to an All Call, the Employer will offer all available posts on a first-come, first-served basis;
3. If there are insufficient volunteers after the All Call, the Employer will utilize the Mandatory Overtime procedure to fill the vacancy; and
4. If the vacancy is filled with Mandatory Overtime, the Employer will utilize the Voluntary Overtime List to provide relief for the employee assigned the Mandatory Overtime.

H. Exemptions from Mandatory Overtime

Except in an emergency, an employee will be exempt from mandatory overtime under the following conditions:

1. An employee on duty for their last remaining shift before approved scheduled leave provided the employee has met the notification and approval requirements of the applicable leave article(s).
2. An employee has worked two (2) consecutive days of overtime (mandatory, voluntary, or a combination of the two [2]). A day of overtime will be considered two (2) hours or more. In cases where the shifts overlay, a day of overtime will be considered one and nine tenths (1.9) hours or more.
3. An employee assigned to work mandatory overtime will be excused from any remaining part of the assignment if the employee finds a qualified substitute. A mandatory overtime shift can only be split between two (2) employees. If the qualified substitute is coming from home, they will not be eligible for callback pay. The substitution will be without regard to seniority and will count as the substitute's mandatory overtime requirement for that cycle, provided the substitute works two (2) hours or more. The oncoming substitute must report to the supervisor or Shift Commander when reporting for duty.
4. An employee who has volunteered and worked an overtime shift of two (2) hours or more and/or worked two (2) hours or more prior to or following the end of their shift during the current cycle.
5. An employee who is required to attend eight (8) hours of control and defensive tactics training will not be subject to mandatory overtime immediately after the training.
65. An employee who has a medical condition that is documented in writing by a Physician, Physician Assistant, Advanced Registered Nurse Practitioner or Licensed Mental Health professional which specifically precludes them from working beyond their regularly scheduled shift and whose medical restrictions are for a period of sixty (60) calendar days or less. Extensions of exemption due to a medical condition can be requested by the employee and may be approved by the Appointing Authority, upon receipt of medical documentation, on a case-by-case basis.
76. A one (1) day exemption from mandatory overtime, up to three (3) times per calendar year. The employee will immediately provide written notice to their shift commander/supervisor for each exemption. The affected employee will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month

or it has been exhausted. Each facility will maintain a system to track the three (3) exemptions.

Utilization of a one (1) day exemption shall not preclude the employee from volunteering to work another overtime assignment on the same day. Working another overtime assignment does not restore the exemption.

87. If an employee has not had any unscheduled absences in the past calendar quarter, they may claim an exemption from any mandatory overtime. Only one (1) exemption can be earned for each calendar quarter with no unscheduled absence. Exemptions expire two (2) years from the date of issue.

I. Failure to Work or Continue to Work Mandatory Overtime

An employee who reports themselves or a family member ill and is unable to work or to continue to work mandatory overtime will:

1. Be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month or it has been exhausted; or
2. Be considered to have worked the mandatory overtime if they use paid sick leave under RCW 49.46.210 or use other paid leave used in accordance with the Family Care Act under RCW 49.12.265; and
3. The employee immediately completes and submits a leave form for paid sick leave or other paid leave when they report they are unable to work or continue to work the overtime. The employee will state the general reason or circumstance for leave requested on the leave form. The employee will be paid for the requested leave at the straight time rate. An employee may not receive compensatory time in lieu of straight time pay under this sub-section. The provisions of Article 23.10 do not apply to employees who submit leave requests under this sub-section.

J. Ability to Deny Overtime Assignment

The supervisor responsible for assigning overtime may deny a request by an employee to work voluntary or mandatory overtime, under the following circumstances:

1. The employee does not have the current qualifications or certifications to carry out the duties of the position requiring the overtime; or
2. For reasons that, if allowed, a violation of this Agreement would occur.

K. Maximum Overtime

1. Except in an emergency, an employee may not be compelled or allowed to work more than sixteen (16) hours plus any worked meal periods in a

twenty-four (24) hour period. Vacation leave hours will not apply to the maximum overtime limit. After working more than sixteen (16) consecutive hours of work in a twenty-four (24) hour period (not including any meal periods worked at the employee's choice), employees will be allowed a rest period of at least ten (10) hours off. If the ten (10) hours off overlap the employee's regular shift, up to four (4) hours of such an overlap will be administrative leave.

2. Subject to the provisions of this Agreement, there shall be no limit on the amount of consecutive days of voluntary overtime an employee may work.

L. Telephone Contact

Employees who are required to work beyond their regular quitting time will be allowed to telephonically communicate (within thirty [30] minutes of notice) the need for overtime to affected individuals, except in the case of emergency.

- M. Except in an emergency situation, an employee will not work overtime without prior authorization from the employer.

N. On-Call Employees

The Employer may assign work to on-call employees prior to assigning overtime.

17.3 Determination and Assignment of Overtime for All Other Employees

- A. With respect to all other employees, the Employer will review qualifications and/or case familiarity in making overtime assignments. If qualifications and/or case familiarity are substantially equal, overtime will be offered in order of seniority and mandated by inverse seniority.
- B. Except in an emergency situation, an employee will not work overtime without prior authorization from the Employer.

17.4 Overtime Compensation for Positions Designated as Scheduled Work Period

- A. Unless the Employer and the Union agree to change a position to non-scheduled or overtime-exempt, payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated as of June 30, 2019 as scheduled work period under any of the following conditions:
1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time accrual and will notify their supervisor of that choice prior to working the holiday overtime.
 2. All work required in excess of eight (8) hours in any workday, if the employee is working an eight (8) hour shift. If the employee is working more than an eight (8) hour shift, all work in excess of the employee's regularly scheduled shift.
 3. All work required in excess of forty (40) hours in any workweek.

4. All work required before and/or after any scheduled work shift.
 5. All time required outside the regular working hours for travel on Agency business, unless scheduled at the convenience of the employee.
 6. All work on a regularly scheduled day off.
- B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory time off is not automatic, must be approved in advance, and will be contingent upon the availability of a relief employee(s). Relief may be defined as including authorized on-call employees. Employees will have the option of using compensatory time in lieu of sick leave:
1. When approved, by the Appointing Authority; or
 2. In accordance with RCW 49.12.270 and the Family Care Act, WAC 296-130.
- C. Overtime will be paid in one-tenth (1/10th) increments, except as specifically provided in Article 16, Hours of Work.

17.5 Overtime Compensation for Positions Designated as Non-Scheduled Work Period

- A. Unless the Employer and the Union agree to change a position to scheduled or overtime-exempt, payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated on June 30, 2017 as being a non-scheduled work period under any overtime condition including the following:
1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time and will notify their supervisor of that choice prior to working the holiday overtime.
 2. All work required in excess of forty (40) hours in any workweek.
 3. All time required for travel on Agency business in excess of forty (40) hours in any workweek, unless scheduled at the convenience of the employee.
- B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory work time off is not automatic, must be approved in advance of the absence, and will be contingent upon the availability of relief employee(s). Relief may be defined as including authorized on-call employees. Employees will have an option of using compensatory time in lieu of sick leave:

1. When approved by the Appointing Authority; or
 2. In accordance with RCW 49.12.270 and the Family Care Act WAC 296-130.
- C. Overtime will be paid in one-tenth (1/10th) increments, except as specifically provided for in Article 16, Hours of Work.

17.6 Compensatory Time

All Correctional Officers and Correctional Sergeants will be entitled to accrue up to ~~four hundred eighty~~two hundred and forty (480240) hours of compensatory time. All other employees will be entitled to accrue up to ~~two hundred forty~~one hundred sixty (240160) hours of compensatory time. Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium.

17.7 Project Employees

Project employees who have not held permanent civil service status within the job classification, will not volunteer for or be assigned overtime work outside of the project. Required overtime within a project may first be assigned to qualified employees within the project by seniority. The process for assigning the overtime will follow the procedures outlined in this Article.

17.8 Employers Right to Assign

Nothing in this Article precludes the Employer from utilizing off-duty staff, which requires the payment of callback, or utilizing an individual to complete a specific assignment.

17.9 Overtime By-Pass Remedy

The parties agree that in a situation in which an employee was by-passed in the assignment of voluntary overtime, the employee shall be offered the following remedy:

- A. The right to work an overtime assignment that would not otherwise exist (and therefore would cause no displacement of any other employee). This assignment shall be the same duration for which the employee was by-passed. This assignment shall be scheduled within two (2) weeks unless extended by mutual agreement.
- B. If the employee is by-passed a second time (or more) in a six (6) month period, the employee will have the option to make up the overtime in accordance with Subsection A above or may elect to receive straight-time compensation for all hours that the employee would have worked on the overtime assignment if the employee had not been by-passed.

ARTICLE 18 EXTENDED DUTY ASSIGNMENTS

18.1 Off-Site Overnight Inmate Crew Response Assignments

Institutions providing emergency off-site overnight inmate crew response requiring ongoing supervision to such things as forest fires, flood control, etc., are considered extended duty assignments and will occur under the following process:

- A. The Employer will assign qualified employees.
- B. Each institution will maintain separate voluntary sign-up lists for each job classification routinely assigned to off-site, overnight assignments.
- C. The list will be maintained by seniority date.
- D. The extended duty assignment list will be established and begin on January 1st of each year and end December 31st, beginning at the top of the list and proceeding down in order except as outlined below:
 - 1. When an employee accepts or declines an extended duty assignment, their name will be crossed off the list, and they will not be considered again until everyone else on the list has either worked an assignment or declined the opportunity.
 - 2. When the Employer is unable to reach an employee, the employee will not lose their place in order on the list. In cases where the only remaining staff on the list cannot be reached, the list will be considered exhausted and assignments will be made per Subsection 18.1 D 1.
 - 3. In those cases where no employees volunteer to work an extended duty assignment, employees will be assigned in inverse order of seniority from the entire facility custody roster, not necessarily the shift the emergency occurs on.
 - 4. In those cases where the employee's dispatch is cancelled prior to being considered an "extended duty assignment" the employee will not lose their position on the list.
 - 5. Employee(s) who are assigned to work these assignments for a period of twenty-four (24) hours or more will be on "extended duty assignment," and will be compensated in accordance with Section 18.3, below.
 - 6. Once the list has been established, new names may be added in order of seniority, subject to the approval of the local Appointing Authority or designee.
- E. An extended duty assignment is limited to no more than fourteen (14) consecutive days excluding up to one (1) day to and one (1) day from the extended duty

assignment for travel. Deployment beyond the fourteen (14) consecutive days (exclusive of travel) requires mutual agreement of the employee, the employee's Appointing Authority or designee and the DNR Resource Protection Division Manager or applicable contracting Agency. Extended duty assignment extensions are to be considered for:

1. Life and property are imminently threatened;
2. Suppression objectives are close to being met; or
3. Replacement resources are unavailable or have not yet arrived.

18.2 Crew Supervision Training

When crew supervision training is provided by the Department of Natural Resources (DNR), employees eligible for extended duty assignments will be given an opportunity to attend the training. Employees who attend the training will be selected from the voluntary sign-up list in accordance with Article 17, Overtime. Employees assigned to attend the training will not have their names removed from the extended duty assignment list.

18.3 Compensation

Employees on extended duty assignment will be considered to be on continuous duty from the time they commence such duty, including travel time to the fire and until they are released from duty including travel time for return to their non-fire duty station.

- A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, provided that the time deducted for sleep includes a period of five (5) continuous hours that are not interrupted by a call to work. Employees that are not provided with five (5) hours of uninterrupted rest in any work day will be compensated at the overtime rate for the entire rest period plus subsequent hours worked until relieved from duty for five (5) hours of uninterrupted rest.
- B. No callback payment will be made for any work during the hours of an extended duty assignment, or the transition back to the regular work schedule.
- C. The beginning of each workweek on extended duty assignment will be unchanged from the last previous workweek on the employee's regular work schedule. Except as provided in Subsection 18.3.A, all compensable hours of work on an extended duty assignment will be at overtime rates except eight (8) in any workday. All compensable hours on a holiday will be at the overtime rates.
- D. There are no scheduled days off during an extended duty assignment. However, compensable hours on a holiday and all compensable hours in excess of forty (40) straight time hours in any workweek (including hours worked within the same workweek either before or after the extended duty assignment) will be paid at overtime rates.

- E. During an extended duty assignment all hours are duty hours. There is no eligibility for standby pay.
- F. Employees whose regular scheduled work shift entitles them to shift premium for their full shift, or a portion thereof, will be paid shift premium as follows:
 - 1. Employees whose regular schedules are all night shifts will continue to receive night shift premium for all paid hours on the extended duty assignment.
 - 2. Employees whose regular schedules call for some, but less than four (4) hours of night shift work each day will continue to receive the same number of hours at shift premium during each workday of the extended duty assignment.
 - 3. Employees whose regular schedules call for some, but not all full night shifts each week will receive shift premium for all paid hours on those same days during the extended duty assignment.

18.4 Return from Extended Duty Assignment

Upon being relieved from an extended duty assignment and prior to the employee returning to their regular schedule, the Employer will ensure the employee receives twelve (12) hours off. If the employee is scheduled to work during the twelve (12) hour period, the employee will be granted administrative leave for those hours.

If the extended duty assignment is for ten (10) days or more, inclusive of travel, the Employer will ensure that the employee receives twenty-four (24) hours off prior to returning to work. If the employee is scheduled to work during the twenty-four (24) hours, the employee will be granted administrative leave for those hours.

During any administrative leave pursuant to this Article, the employee will not be allowed to work overtime.

ARTICLE 19

BID SYSTEM

19.1 Definitions

For purposes of this Article only the following definitions apply:

- A. Assigned Positions
Positions filled by other than a bid.
- B. Bid Eligibility
An employee will be eligible to bid at the time they completed their probationary and/or trial service period within their current classification.
- C. Bid Positions
Positions filled as a result of a bid.

D. Bid System

A process allowing employees with permanent status to submit bids to positions within their employing institution in either:

1. The same job classification in which they currently hold permanent status; or
2. A job classification with a lower salary range maximum (Voluntary Demotion) for which the employee previously held permanent status.

E. Operational Need

A circumstance encompassing one (1) or more of the following reasons:

1. Training.
2. Safety, where the continued assignment of an employee in a position is considered a threat to the safety of the employee or others.
3. When there is a need to balance the skills or experience of staff in a particular area.
4. An emergency, such as a fire, riot or disturbance.
5. Assignment of off-site or overnight inmate crew response to such things as flood control, forest fire, etc.
6. Documented medical reasons that necessitate the reassignment of the employee. The duration of the reassignment will be determined by a physician's medical statement indicating how long the employee should be reassigned. The Employer will require a release from a physician prior to the employee returning to their former position.
7. Special qualifications for particular tasks, such as translation of foreign languages or gender searches.
8. Employee investigations where it is necessary to temporarily reassign an employee pending investigation of a charge of misconduct and pending any resolution of a finding of misconduct against the employee.
9. Documented performance deficiencies where the employee has a demonstrable inability to perform the job after receiving the training necessary to perform the job.
10. Litigation against or relating to the employee where it is necessary to reassign an employee to avoid difficulties in the defense of the litigation.
11. Rotational assignment out of Intensive Management, Segregation, or Mental Health Units.

12. To correct a supervisor-subordinate (to include the entire chain of command) nepotism relationship.
13. Failure to maintain compliance with statewide minimum standards of the position.
14. Court order, grievance decisions, or settlement necessitating the reassignment of a staff member.

F. Position

A particular combination of post, shift and days off.

G. Post

1. Single or individual assignments with a defined set of job duties; or
2. Inmate living units including intensive management units, segregation, mental health units, and Correctional Industries (CI) Business Units.

These duties may be common to one (1) or more employees working at one (1) or more locations.

19.2 Components of a Bid

Bids will indicate the employee's choice of shift, post and days off, the position number of the desired position, and job classification. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of one (1) year from the date submitted by the employee.

19.3 Submittal and Withdrawal of Bids

Employees may withdraw their bids in writing at any time prior to the referral. Any bids submitted subsequent to the date and time a vacancy is considered to have occurred will not be considered for that vacancy, except as provided for in Section 19.4 of this Agreement. The Agency will determine and provide an electronic process for bid submissions and withdrawals.

19.4 New Position or Reallocated Positions

When a position is established or a vacant position is reallocated, the position must be posted for seven (7) calendar days for the submission of bids by eligible employees. Postings will include the date and time bid(s) will be reviewed.

19.5 Vacancy Defined

For purposes of this Article, a vacancy occurs when:

- A. An employee notifies management, in writing that they intend to vacate their position; or
- B. Local management notifies an employee in writing, that the employee will be removed from their position; or

- C. Local management notifies a Correctional Officer 1 that they are being reassigned to a different position; or
- D. A position's assigned days off change by one (1) or more days, or post changes; or shift hours change by more than two (2) hours. In these cases, if the position is filled by an employee on a bid at the time of the change, the incumbent may elect to remain in the position and will retain their bid rights. If the incumbent elects not to remain in the position, they will be reassigned to a vacant position, and their bid eligibility restored. The vacated position will be posted for seven (7) calendar days. In those cases where there is more than one (1) vacant position, the incumbent under this Section will have the right to choose the vacant positions they wish to be assigned. If there is more than one incumbent under this Section, the incumbents will be permitted to choose among the vacant positions in order of seniority.

19.6 Awarding a Bid

- A. Except as provided in Subsection 19.5.D, above, whenever a permanent vacancy occurs, the Appointing Authority or designee will review the bids to determine if any employee with bid eligibility has submitted a bid for the new or vacated position. The Appointing Authority or designee will consider all bids in order of seniority. If the vacant position has any bona fide special requirements or qualifications, only those employees who meet the required criteria will be considered for the position. The senior employee who has the skills and abilities necessary to perform the duties of the bid position will be appointed to the position. Each senior employee considered, but not appointed, will be notified in writing of the reason(s) they were not appointed. In those cases where referrals are requested on multiple positions at the same time, and an employee is the senior employee on more than one (1) position, the affected employee will be provided the opportunity to select the position they will be awarded. If the senior employee is not available within a twenty-four (24) hour period, the decision will be made by the drawing of a lot with the Shop Steward present.
- B. If a vacancy is not filled with a probationary or permanent employee within six (6) months, bids will be reviewed. Bids will be reviewed every six (6) months until the position is permanently filled. If the Appointing Authority makes the determination to fill the vacancy, bids will be awarded in accordance with Subsection 19.6 A.
- C. Employees who remain in the same assigned position for twelve (12) months following the successful completion of their probation and/or trial service period(s), shall be considered to be in the position by bid and shall retain their bid rights.

19.7 Segregation, Intensive Management, and Mental Health Units

Employees may submit a bid or voluntary demotion bid to a Segregation Unit, Intensive Management Unit, or Mental Health Unit utilizing the bid system. Staff assignments will be consistent with policy DOC 400.410, "Staff Assignments to Specialized Units." If the Department changes this policy and the changes affect a mandatory subject of bargaining, the Department will give notice to the Union and satisfy its collective bargaining obligation.

- A. Provided they meet the selection criteria, employees who submit a bid or voluntary demotion request will be considered for assignment into a position in a Segregation Unit, Intensive Management Unit, or Mental Health Unit.
- B. This Subsection applies to all full-time positions within a Segregation Unit, Intensive Management Unit, Mental Health Unit, and/or positions assigned to an Intensive Management Unit, Segregation Unit, or Mental Health Unit for three (3) or more days during the workweek. The Employer retains the right to permanently and/or temporarily reassign an employee into and/or out of an Intensive Management Unit, Segregation Unit, or Mental Health Unit. Such determination may include a fitness for duty assessment.
- C. If an employee who has bid for the position is not selected, the reason will be provided, in writing, to the affected employee.
- D. Policy 400.410 applies to the units identified in Appendix K.

19.8 Bid Commitment

When an employee has been awarded a bid, the employee will be committing themselves to request no other bids for a minimum of six (6) months. The six (6) month period will begin on the date the employee is awarded their bid. At time of notification of selection, all other active bids the employee has on file will be removed from the bid system. However, if after transfer, the shift, post, or days off of the position are unilaterally changed or if the position is eliminated the employee will again be eligible to bid.

19.9 Permanent Bid Exchange

Nothing in this procedure precludes employees the right to permanently exchange bid positions provided:

- A. The bid exchange is voluntary, and is requested and agreed to in writing by both employees; and
- B. There are no bids by any employee on either position; and
- C. The Appointing Authority or designee has approved the bid exchange in writing.

19.10 Correctional Officer 1 In-Training Program

The Correctional Officer 1 in-training program will be managed utilizing only those positions filled by staff in assigned positions.

19.11 Temporary Reassignment

Nothing in this procedure will preclude Management from temporarily reassigning an employee(s) to other position(s) if an operational need arises. Assignments made for operational need will be designed to have the least adverse affect on the employee, and will not be made for the purpose of avoiding the requirements of the bid system. Management will provide any reassigned employee with a written statement as to the reason(s) for the reassignment.

19.12 Placement During Temporary Reassignment

Whenever it is necessary to temporarily reassign an employee for operational need, placement in a position which accommodates the purpose(s) for reassignment will be achieved in the order of:

- A. With the mutual agreement of Management, employees may volunteer to temporarily exchange bid positions;
- B. Vacant position for which there is no bid;
- C. Assigned position;
- D. Bid position.

If none of the above provides a position for the displaced employee and it is necessary to displace an employee in a bid position for purposes of resolving an operational need as provided in Subsection 19.1.E, the displacement will be temporary and provide the least adverse impact on the displaced employee. Bid position displacements will normally be unique and extraordinary; will be in order of inverse seniority, and will occur only after exhausting steps A, B, and C above. No temporary assignment will delay the award of a bid.

19.13 Permanent Reassignment

Nothing in this procedure will preclude Management from permanently reassigning an employee to another position provided the employee is notified, in writing, of the reason(s) for the reassignment. A permanent reassignment is an extraordinary action. In order for an involuntary permanent reassignment to be made, either operational need must exist for the reassignment, or there must exist reasons for the reassignment, which effectively preclude the employee from performing their bid position. An employee on Leave Without Pay for ten (10) or more consecutive work days (except those placed on Leave Without Pay as a result of an illness or injury compensable under the worker's compensation system or on Family Medical Leave) and/or receiving shared leave for ten (10) or more consecutive work days, or a combination thereof may be reassigned and will have their bid requests suspended until they return to work.

19.14 New, Expansion and/or Consolidation of Facilities

Management and the Union agree that in cases of new institutions, institution expansions, or consolidation of institutions that result in the creation of additional positions or consolidation of rosters, the provisions of Article 19 may be modified utilizing the provision outlined in Article 5, Union/Management Relations, of this Agreement.

19.15 Project and Temporary Positions

This Article does not apply to the filling of project and/or temporary positions.

ARTICLE 20 HOLIDAYS

20.1 Paid Legal Holidays

Employees will be provided the following paid non-working holidays per year:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

20.2 Holiday Eligibility and Compensation

The following rules apply to all holidays except the personal holiday:

- A. Holiday Pay
Employees will be paid at a straight-time rate even though they do not work.
- B. Holiday Worked
In addition to Subsection A above, employees will be compensated for the hours actually worked on a holiday at the overtime rate, in accordance with Article 17, Overtime.
- C. Part-Time Eligibility
Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- D. Full-Time Employees on Leave Without Pay
A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided they have been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. The employee must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

20.3 Holiday Designation

A. Monday-Friday Schedule

For full-time employees with a Monday-through-Friday work schedule, when a holiday falls on a Saturday, the Friday before will be the holiday, and when a holiday falls on a Sunday, the following Monday will be the holiday.

B. All Other Schedules

For full-time employees who do not have a Monday-through-Friday work schedule, when a holiday falls on the employee's scheduled workday that day will be considered the holiday. When a holiday falls on the employee's scheduled day off, the Employer will treat the employee's workday before or after as the holiday.

C. Night Shift Employees

The holiday for night shift employees whose schedule begins on one (1) calendar day and ends on the next will be determined by the Employer. It will start either at the beginning of the scheduled night shift that begins on the calendar holiday or the beginning of the shift that precedes the calendar holiday. The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the Employer and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

20.4 Personal Holidays

A. Eligibility

An employee may choose one (1) workday as a personal holiday to take off with pay during the calendar year if the employee has been or is scheduled to be continuously employed by the state for more than four (4) months.

B. Release for Personal Holiday

An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period. The Employer will release the employee from work on the day selected as the personal holiday if:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor; provided however, the employee and the supervisor may agree upon an earlier date; and
2. The number of employees selecting a particular day off does not prevent the Agency from providing continued public service.

C. Carryover

Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied. The employee will attempt to reschedule their personal holiday during the balance of the calendar year. If they are unable to reschedule the day, it will be carried over to the next calendar year.

D. Multiple Requests

The Agency may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday will impair operational necessity.

E. Compensation for Part-Time Employees

Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. Compensation for Full-Time Employees

A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

G. Donation of Personal Holiday for Shared Leave

Part or all of a personal holiday may be donated as shared leave, in accordance with Article 25, Shared Leave. Any portion of a personal holiday that remains or is returned to the employee will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C, and D above.

H. Use of Personal Holiday for Family Care

Upon request, an employee will be approved to use part or all of their personal holiday for the care of family members as required by the Family Care Act, WAC 296-130. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C, and D above.

ARTICLE 21

VACATION LEAVE

21.1 Vacation Leave Accrual

- A. Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.
- B. After a full-time employee has been in pay status for eighty (80) non overtime hours in a month they will accrue vacation leave according to the rate schedule below. Part-time employees will accrue vacation leave according to the rate schedule below on a prorated basis proportionate to the number of hours the employee is in pay status during the month required for full-time employment.

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)

Full Years of Service	Hours Per Year
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth and fourteenth year of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

21.2 Accumulation

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the employee may file an exception to the maximum with the Appointing Authority. If the employee files the exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

21.3 Coordination of Leave

Holidays that occur during vacation periods will be considered as holidays and not charged as vacation days.

21.4 Vacation Leave Availability

The Employer will post a chart on November 15 of each calendar year that indicates the number of employees within each job classification who may be approved scheduled leave for a given period of time. This chart will be posted in a readily accessible area, e.g., Shift office, Food Managers office, Nurses Station, by job classification and will remain posted until January 1.

21.5 Relief Limitations

Vacations will be scheduled within the limitations of the authorized relief allocated for each shift. In those cases where the authorized relief is shared between shifts within a job classification, vacations will be scheduled based on seniority of all employees within the job classification.

21.6 Vacation Selection

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. Each employee will be guaranteed one (1) scheduled workweek of vacation leave if requested as one of their segments.

Off-shift times to select a vacation will not be considered as “time worked” for purposes of computing callback or overtime. If an employee is unable to be present during their scheduled time they may make their choice by telephone, email, or another individual with written documentation of designation, may select a vacation segment(s) for the employee. If the employee fails to select their vacation during their assigned time, the Employer may proceed with scheduling. The employee will be provided an opportunity to select their segment(s) at a later date when they are available. The Employer will publish the vacation schedule by March 1, after considering requests, as well as Agency program needs. Employees will complete a Leave Request Form no less than thirty (30) days prior to any approved vacation segment taken.

21.7 Supplemental Requests

Nothing in the above paragraphs will preclude the right of an employee to request vacation leave or their personal holiday at any time. The Employer will consider said request in relation to authorized relief, program needs and the existing published vacation schedule, all of which will take precedence. These requests will be resolved on a first-come, first-served basis within fourteen (14) business days of receiving the request. Employees will complete a Leave Request Form for any such vacation leave taken immediately upon their return to work.

21.8 Adequate Leave

Employees will 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.

21.9 Vacation Callback

No employee on approved vacation leave will be required to return to their place of employment until the scheduled leave has ended, except in an emergency situation.

21.10 Vacation Cancellation by Management

Each employee will be granted vacation for the time stipulated on the vacation schedule, except that Local Management with reasonable notice, may cancel or otherwise adjust

vacation periods only in an emergency. Employees whose leave has been cancelled or adjusted will be allowed to request alternative leave dates pursuant to Section 21.7.

21.11 Vacation Cancellation by Employee

Employee requested cancellations of any portion of an approved segment to the annual vacation schedule must be submitted in writing no later than thirty (30) calendar days in advance of their scheduled vacation except in bona fide emergencies. The request is subject to approval by the Employer.

21.12 Additional Approved Vacation Leave ("CBA Days")

Accrued vacation time, not to exceed two (2) shifts ~~in any calendar year~~ per year to coincide with the vacation scheduling year (April 1), will normally be granted on a first-come first-served basis provided:

- A. The employee is eligible to take the leave requested; and
- B. Such leave will be used in increments of not less than one (1) shift; and
- C. The request is made in writing thirty (30) days or more in advance of the requested day off; and
- D. The request is made after the conclusion of the vacation selection process and is for the current calendar year; and
- E. For Correctional Officers and Sergeants, the following are established as minimums that will be approved except in an emergency:
 - 1. The number of approved CBA Day requests at a standalone minimum facility does not exceed authorized relief factors by more than three (3) relief per day; and
 - 2. The number of approved CBA Day requests at a major facility with five hundred (500) Correctional Officer and Correctional Sergeant positions or less does not exceed authorized relief factors by more than five (5) relief per day; and
 - 3. The number of approved CBA Day requests at a major facility with more than five hundred (500) Correctional Officer and Correctional Sergeant positions does not exceed authorized relief factors by more than seven (7) relief per day.
 - 4. In those cases where all slots are used by Correctional Officers, one additional CBA day, per day, will be granted for Correctional Sergeants.

Superintendents have the discretion to approve CBA Day requests above the levels specified in 1-3 above. The Superintendent's decision is not subject to the grievance procedure in Article 9.

21.13 Transfer, Promotion, Demotion

An employee who is transferred, promoted, or demoted between institutions may not be able to retain their approved vacation schedule. An employee who is transferred, promoted, or demoted within their institution will retain their approved vacation schedule. Employees who request adjustments to their approved segments due to a change in work schedule, will submit such request within thirty (30) calendar days from the date of the schedule change, when possible.

21.14 Selection of Paid Leave

An employee will use and exhaust all compensatory time prior to the use of vacation leave, unless that would cause the employee to exceed the two hundred forty (240) hour vacation leave maximum on their anniversary date.

21.15 Cashout

Upon separation from service, an employee who has been employed for at least six (6) months who resigns, retires, is laid off, is terminated by the Employer, or upon death, will be paid for all unused vacation leave at the employee's current salary.

ARTICLE 22
MISCELLANEOUS LEAVE

22.1 Court or Administrative Leave

The time spent by an employee on behalf of the Employer in court or at an administrative hearing will be considered time worked. Travel and per diem expenses will be paid by the Employer. Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave during scheduled work time to appear as a witness in a court or administrative hearing for work related cases or cases that are unrelated to the personal or financial matters of the employee. The employee may be required to provide verification of the subpoena. If they are a party in the matter and not represented by the Attorney General's Office of the State of Washington, or have an economic interest in the matter, the employee may use vacation leave, compensatory time, or leave without pay. This Section does not apply to proceedings conducted under the grievance and arbitration procedure of this Agreement.

22.2 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of their jury duty summons and if requested, the employee's shift schedule change may be approved to accommodate the jury duty summons. If employees are released from jury duty and there are more than two (2) hours remaining on the work shift, they may be required to return to work.

22.3 Military Leave and Notification

In accordance with RCW 38.40.060, employees will be granted twenty-one (21) working days' paid leave to be used for required military duty or to take part in training, or drills including those in the National Guard or active status. In addition to the twenty-one (21) working days of paid leave granted to employees for active duty or active duty training,

unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal law. Employees will notify the Employer of their twenty-one (21) working days' active duty training no later than October 31 of each year for the following calendar year. All other military duty dates (to include weekend drills) will be submitted to the Employer upon receipt of such orders. Employees will attempt to schedule the leave on their regular days off.

22.4 Employee Assistance Program

Employees will receive paid leave to receive an initial assessment from the Employee Assistance Program.

22.5 State Examinations and Interviews

When approved, employees will receive paid leave during a scheduled work day for examinations or interviews for state employment.

22.6 Family Care

Employees will be authorized to use sick leave or other paid time off to care for a sick family member as required by the Family Care Act, WAC 296-130.

22.7 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if their family member, or household member, or parent of a household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's household member's, or household member's parent's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation time, exchange time, their personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. For purposes of this Section a family member is defined in Article 23.2.B. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

22.8 Leave for Life-Giving Procedures, Blood, Platelets and Fluid Donations

- A. Employees will receive Employer paid leave, not to exceed thirty (30) working days in a rolling two (2) year period, for participating in life-giving procedures, upon approval. "Life-Giving Procedure" is defined as a medically supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. "Life giving procedure" does not include the donation of blood or plasma. The Employer may approve additional days through the use of accrued paid leave. Employees will provide

documentation from a licensed medical provider of the need for additional leave, as well as reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

- B. Employees will receive Employer paid leave, not to exceed five (5) working days in a rolling two (2) year period upon approval, for the donation of blood, platelets or fluids to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure.

22.9 Deployment Leave

A. Military Family Leave

An employee whose spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict will be granted up to fifteen (15) days, per deployment, leave without pay, compensatory time or vacation leave. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty. This leave is not in excess of any leave available under either Subsection 24.1.A.4 or Subsection 24.1.A.5.

B. Deployed Child Leave

An employee whose child is on leave from deployment or before and up to deployment, during a period of military conflict will be granted up to fifteen (15) days, per deployment, leave without pay, compensatory time or vacation leave. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's child will be on leave or of an impending call to active duty. This leave is not in excess of any leave available under either Subsection 24.1.A.4 or Subsection 24.1.A.5.

C. Pre-Deployment Leave

An employee who is scheduled for deployment during a period of military conflict will be granted up to fifteen (15) days, per deployment, leave without pay, compensatory time or vacation leave. Employees must provide the Employer with five (5) business days' notice after receipt of official notice of the employee's impending call to active duty.

D. Supporting Documents

Employees must provide the Employer with a copy of the official notice supporting the leave prior to the actual leave or, in emergent situations, as soon as practicable.

22.10 Domestic Violence Leave

An employee who is the victim of domestic violence, sexual assault or stalking, or who is the family member of such a victim, may use vacation, sick leave, compensatory time or leave without pay to obtain treatment or seek help pursuant to the Domestic Violence Leave Act. For the purposes of domestic violence leave, a family member includes child, spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require the employee requesting leave to provide verification. At the employee's choice, the verification may include a police report, court order of protection, documentation from a healthcare provider, advocate, clergy or attorney, or an employee's written statement that the employee or employee's family member is a victim and needs assistance.

**ARTICLE 23
SICK LEAVE****23.1 Sick Leave Accrual**

After a full-time employee has been in pay status for eighty (80) non-overtime hours in a month, they will accrue eight (8) hours of sick leave. A full-time employee in an overtime eligible position who is in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees' will accrue sick leave proportionate to the number of hours they are in pay status during the month up to a maximum of eight (8) hours in a month.

23.2 Sick Leave Use

Sick leave will be charged in one-tenth (1/10th) of an hour increments and may be used for the following reasons:

- A. Personal illness, injury or disability of the employee or for preventative health care, including medical or dental appointments and for reasons allowed under RCW 49.46.210 which include, an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- B. To provide care for family members as required by the Family Care Act, WAC 296-130 and as allowed under RCW 49.46.210 which include, allowing the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care. Family member is defined to include:
 - 1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;

2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. Spouse;
 4. Registered domestic partner as defined by RCW 26.60;
 5. Grandparent;
 6. Grandchild; or
 7. Sibling.
- C. In accordance with RCW 49.46.210, when an employee's place of business has been closed or order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined in WAC 296-128-600 (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.
- D. Leave for Domestic Violence Leave as required by RCW 49.76.
- E. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- F. Disability of the employee due to pregnancy or childbirth.
- G. Qualifying absences under the Family and Medical Leave Act.
- H. Preventative health care of relatives or household members up to one (1) day for each occurrence, or as extended by the Agency. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.
- I. Illness of relatives or household members, up to five (5) days for each occurrence as extended by the Employer.
- J. Death of a relative in cases where the employee is not eligible for bereavement leave under Article 22, or when the employee is approved to extend authorized bereavement leave. Sick leave use for bereavement is limited to three (3) days or as extended by the Agency for travel.
- K. Consistent with Article 27, up to a maximum of three (3) days in any calendar year.

- L. For Family Care emergencies, consistent with Article 26, up to a maximum of three (3) days in any calendar year.

For purposes of A through L above, relatives are defined for this purpose as spouse, significant other, child or grandchild (including foster and adopted children and grandchildren), parent, parent-in-law, child-in-law, grandparent, sibling, aunt, uncle, niece, nephew, first cousin, sibling-in-law, and corresponding relatives of the employee's spouse, domestic registered partner, or significant other.

23.3 Use of Vacation Leave for Sick Leave Purposes

An employee will have an option of utilizing any or all vacation leave in lieu of sick leave.

23.4 Use of Compensatory Leave for Sick Leave Purposes

Employees will have an option of using compensatory time in lieu of sick leave:

~~1. When approved by the Appointing Authority, or~~

~~2. In accordance with RCW 49.12.270 and the Family Care Act, WAC 296 130.~~

23.5 Use of Leave Without Pay for Sick Leave Purposes

The Appointing Authority, when requested by the employee, may authorize a leave without pay.

23.6 Restoration of Vacation Leave

In the event that an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

23.7 Holidays During Sick Leave Periods

Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.

23.8 Sick Leave Reporting and Physicians Statement

An employee must promptly notify their supervisor as soon as they are aware of the need for the absence and each day thereafter, unless there is mutual agreement to do otherwise. Consistent with RCW 49.46.210 and WAC 296-128-650, ~~I~~f the employee is in a position where a relief replacement is necessary, the employee will notify their supervisor at least two (2) hours prior to their scheduled time to report to work. If a nurse is in a position where relief replacement is necessary, the nurse will notify their supervisor of the need for them to be absent from work at least three (3) hours prior to their scheduled time to report to work.

Consistent with RCW 49.46.210 and WAC 296-128-650, ~~E~~mployees will notify their supervisor of scheduled medical appointments. The notice will be provided upon making the appointment and, when foreseeable, not less than seventy-two (72) hours before the appointment.

The Employer may require a physician's statement under any of the following circumstances:

- A. Any illness which causes an employee to be absent for more than the total number of work days in an employee's designated workweek;
- B. To assess whether the employee is seeking to return to work too soon following an illness or injury; or
- C. To assess whether it is necessary to protect co-workers or clients from contagious illness.

The physician's statement will be submitted to the local Human Resources Office.

In those cases where an employee is returning to work after an absence of the total number of work days in an employee's designated workweek, the Employer may require written certification from the employee's health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. In those cases where a health care provider is releasing an employee to work with restriction, notification will be provided to the institution/regional Human Resources office twenty-four (24) hours prior to the employee's scheduled work shift in order for the Employer to determine if work is available for the employee within their existing job classification. The Employer will approve available accrued leave for the employee during the process of evaluating accommodation options.

23.9 No Additional Documentation or Justification Required

Employees will not be required to document or justify any leave taken due to illness for themselves or a family member after sixty (60) calendar days from the date of return from a specific absence, provided the requirements of this Article have been followed.

23.10 Leave Request Form After Absence

Employees will complete a Leave Request form for any leave taken. When the reason for the absence is unexpected and precludes prior written approval, requests will be submitted immediately upon returning to work. The employee will state the general reason or circumstance for leave requested on the form.

23.11 Sick Leave Annual Cashout

Each January, employees are eligible to receive payment on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

- C. They notify their payroll office by January 31 that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

23.12 Sick Leave Separation Cashout

At the time of retirement from State service or at death, an eligible employee or the employee's estate will receive payment for their total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with State and Federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

23.13 Reemployment

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

23.14 Unscheduled Leave

- A. An employee's unscheduled leave may be addressed as a performance issue by the Employer unless prohibited by law. Unscheduled leave, other than leave used in accordance with RCW 49.46, [Title 50A RCW \(Paid Family and Medical Leave\)](#), or intermittent FML, is defined as:
1. Any time an employee notifies their supervisor (or shift commander when applicable) with less than seventy-two (72) hours' notice prior to the absence;
 2. Any time an employee leaves early during their shift when notification did not occur within seventy-two (72) hours prior to the absence; or
 3. Any time an employee reports to work after the start of their shift, when notification did not occur within seventy-two (72) hours prior to the absence.
 4. Nothing in this section precludes an employee from requesting time off pursuant to Section 21.7. Approved requests will be considered scheduled.
- B. When the Employer suspects unscheduled leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding their unscheduled leave use prior to disciplining the employee, or making reference to unscheduled leave use in the employee's performance evaluation.

23.15 Sick Leave Abuse

When the Employer suspects sick leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding their sick leave use prior to disciplining the employee, or making reference to sick leave use in the employee's

performance evaluation. The Employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in disciplinary action for an authorized purpose. The Employer may not discriminate or retaliate against an employee for the use of paid sick leave for an authorized purpose.

ARTICLE 24
FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE,
~~AND PREGNANCY DISABILITY LEAVE~~ AND PAID FAMILY AND MEDICAL LEAVE

Definitions used in this article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). The Employer and the employees will comply with existing and any adopted FMLA regulations and/or interpretations

24.1 Federal Family and Medical Leave Act of 1993 (FMLA) Eligibility

- A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), and any amendments thereto each employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one (1) or more of the following reasons 1 – 4:
1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child.
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
 3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner will not be counted towards the twelve (12) weeks of FML. Son or daughter means a biological, adopted, or foster child, a ~~step-child~~stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of ~~self-care~~self-care because of a mental or physical disability.
 4. A qualifying exigency, as defined by the Department of Labor, arising from the fact that the spouse, or a son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty in the Armed forces in support of a contingency operation. Active duty means a call or order to active duty under a provision of law referred to in Section 101 (a) (13) (B) of Title 10, United States Code. Contingency Operations is defined in Section 101 (a) (13) of Title 10, United States Code; and includes short notice deployment, attending certain military events, arranging for

alternate childcare, addressing certain financial and legal arrangements attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings and parental care.

5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During a single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined total of twenty-six (26) weeks of leave for Military Caregiver Leave and leave taken for the other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

- B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays or shared leave.

24.2 Length of Leave

The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

24.3 Health Insurance Benefits

The Employer will continue the employee's existing Employer-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health care premiums.

24.4 Designation and Concurrent Leave

The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for a work-related injury or illness covered by workers' compensation or assault benefits) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event.

24.5 Parental Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by the family medical leave may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 1 of the grievance procedure outlined in Article 9, Grievance Procedure.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, shared leave, or leave without pay.

24.6 Certification

The Employer may require that such personal medical leave, serious health condition leave, or serious illness or injury leave be supported by certification from the employee's, covered service member's or family member's health care provider for the purposes of qualifying for family medical leave. Certification may also be required for use of military exigency leave.

24.7 Intermittent Leave

Personal medical leave, serious health condition leave, or serious illness or injury leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Requests for intermittent leave to care for and/or bond with a newborn, foster, or adopted child will be considered on a case-by-case basis. Before such intermittent leave is taken, the appointing authority or designee must approve the schedule to be worked.

24.8 Return to Work

Upon returning to work after the employee's own family medical leave qualifying illness, the employee will be required to provide a fitness for duty certification from a health care provider.

24.9 Employee's Notification Requirement

The employee will provide the Employer with not less than thirty (30) days' notice before the family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as soon as feasible.

24.10 Washington Paid Family and Medical Leave Program

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) program (RCW 50A) is in effect and eligibility for and approval for leave for purposes as described under that Program shall be in accordance RCW 50A.
- B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days

in advance, then the employee will provide such notice as is reasonable and practicable.

- C. The employee may use sick leave, personal holiday, compensatory time, or vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving sick leave as a supplemental benefit.

ARTICLE 25

SHARED LEAVE

25.1 Eligibility to Participate

- A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:
1. Called to service in the uniformed services;
 2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
 3. A victim of domestic violence, sexual assault, or stalking;
 4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition.
 5. Sick or temporarily disabled because of pregnancy disability; or
 6. Taking parental leave to bond with their newborn, adoptive or foster child.
 7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
 8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatment.
- B. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave or a personal holiday.
- C. For purposes of the state leave-sharing program, the following definitions apply:

1. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear or imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one (1) family or household member by another family or household member.
2. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
3. “Employee’s relative” is limited to the employee’s spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent or parent.
4. “Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
5. “Severe or extraordinary condition” is defined as serious or extreme and/or life threatening.
6. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
7. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
8. “Sexual assault” has the same meaning as in RCW 70.125.030.
9. “Stalking” has the same meaning as in RCW 9A.46.110.
10. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

11. “Parental Leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or childcare, for a period of up to sixteen (16) weeks after the birth of placement.
12. “Pregnancy disability” leave means a pregnancy-related medical condition or miscarriage.

25.2 Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave under the following conditions:

- A. The employee’s Agency Head or designee determines that the employee meets the criteria described in this Section.
- B. For work related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 25.3.A.1.
- C. The employee has abided by Agency policy regarding the use of sick leave if the employee qualifies under Subsection 25.3.A.1, A.4, or A.5.
- D. The employee has abided by Agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 25.3.A.2.
- E. A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 25.3.A.3.
- F. Donated leave may be transferred from employees within the same Agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school/districts/educational service districts, to an employee of another state Agency, higher education institutions, or school/districts/educational service districts.

25.3 Eligibility to Donate Shared Leave

An employee may donate vacation leave, sick leave, [compensatory time](#), or personal holiday to another employee only under the following conditions:

- A. The receiving employee:
 1. Suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 2. Has been called to service in the uniformed services;
 3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers his or her services to either a governmental

Agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental Agency or nonprofit organization accepts the employee's offer of volunteer services;

4. Is a victim of domestic violence, sexual assault or stalking; ~~or~~
 5. Is taking parental leave and/or pregnancy disability leave; ~~or~~
 6. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
 7. Is a spouse of a current members of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, stalking, parental leave and/or pregnancy has caused, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete:
1. Vacation leave, sick leave, compensatory time and personal holiday reserves if the employee qualifies under Subsection 25.3.A.1. The employee is not required to deplete all of their accrued vacation and sick leave and may maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave;
 2. Vacation leave and paid military leave allowed under RCW 38.40.060, compensatory time and personal holiday if the employee qualifies under Subsection 25.3.A.2. The employee is not required to deplete all of their accrued vacation and paid military leave allowed under RCW 38.40.060 and may maintain up to forty (40) hours or vacation leave and forty (40) hours of military leave;
 3. Vacation leave, compensatory time and personal holiday if the employee qualifies under Subsection 25.3.A.3 or 25.3.A.4. The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or
 4. Vacation leave, sick leave ~~P~~personal holiday and compensatory time if the employee qualifies under Subsection 25.3.A.5. The employee is not

required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave.~~The employee under this Subsection can retain in reserve up to forty (40) hours each of annual leave and sick leave.~~

5. Vacation leave, sick leave, personal holiday, and compensatory time if the employee qualifies under Subsection 25.3.A.6 or 25.3.A.7.

- E. The Agency Head or designee permits the leave to be shared with an eligible employee.
- F. The donating employee may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees requirements for annual leave balances will be prorated.
- G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
- H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.

25.4 Amount Received

The Agency Head or designee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Agency Head or designee may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave to extend their planned employment period. On-call employees may request and receive shared leave hours equal to the number of hours they worked in the ninety (90) calendar days preceding the date of the shared leave request.

25.5 Medical/Military Certificate

- A. The Agency Head or designee will require the employee to submit, prior to approval or disapproval:
 - 1. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 25.3.A.1.

2. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 25.3.A.2.
 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 25.3.A.3.
 4. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 25.3.A.4.
 5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 25.3.A.5.
- B. The Agency Head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.

25.6 Use for Specified Purposes

Any donated leave may only be used by the recipient for the purposes specified in this Section.

25.7 Receiving Employee's Salary

The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

25.8 Exhaustion of Paid Leave

- A. All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 25.3.A.1.
- B. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Subsections 25.3.A.2, 25.3.A.3, or 25.3.A.4.
- C. For shared leave qualified under Subsection 25.3.A.5, the employee is required to deplete their personal holiday and all compensatory time. The employee is also required to deplete annual leave and sick leave that is over forty (40) hours in each category.

25.9 Return of Unused Leave

- A. Any shared leave no longer needed or not needed at a future time in connection with the original injury or illness or for any other qualifying condition by the

recipient, as determined by the Agency Head or designee will be returned to the donor(s).

- B. Unused leave approved for an employee that suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe in nature may not be returned until the conditions in RCW 41.04.665(10)(a)(i) or (ii) are met, ~~one (1) of the following occurs:~~

- ~~1. The Agency Head or designee receives a statement from the employee's doctor verifying the injury or illness is resolved; or~~
- ~~2. The employee is released to full time employment; has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months; and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.~~

- C. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

25.10 If a shared leave request is closed and an employee later has a need to use shared leave due to the same condition listed in the closed request, the Agency Head or designee must approve a new shared leave request for the employee.

25.11 Voluntary Donation

All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated or financially induced into donating leave for purposes of this program.

25.12 Records

The Agency will maintain records which contain sufficient information to provide for legislative review.

25.13 No Repayment

An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.

ARTICLE 26 LEAVE WITHOUT PAY

26.1 Mandatory Leave Without Pay

Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article 24);
- B. Compensable work-related injury or illness leave;
- C. Military leave;

- D. Volunteer firefighting leave;
- E. Family Military Leave; and
- F. Domestic Violence Leave.

26.2 Leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as defined by WAC 82-56-020 or the employee is not necessary to maintain public safety.

26.3 Permissive Leave Without Pay

Leave without pay may be granted for the following reasons:

- A. Educational Leave;
- B. Governmental Service Leave (not to exceed two [2] years) may be granted for service in the public interest, including but not limited to search and rescue and community emergency response;
- C. Child Care and Elder Care Emergency Leave;
- D. U.S. Public Health Service and Peace Corps leave;
- E. Leave necessary to reasonably accommodate a disability as required by State or Federal law;
- F. Leave taken voluntarily to reduce the effect of a layoff (Article 35);
- G. Leave to serve as a Union Business Representative, to serve in collective bargaining negotiations, or to serve on the Grievance Resolution Panel (GRP);
- H. Leave when an employee is called to duty as an Emergency Service Volunteer to respond to an emergency (i.e. fire, natural disaster, medical emergency, or search and rescue).
- I. Conditions applicable for leave with pay; and
- J. As otherwise provided for in this Agreement.

26.4 Time Limitations

Permissive leave without pay for reasons specified in Section 26.3 will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except education and governmental service leave.

26.5 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such return to employment is not in conflict with other articles in this Agreement.

26.6 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related injury or illness that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation, including shared leave in accordance with Article 25, Shared Leave. Employees who take sick leave, vacation leave or who use compensatory time during a period in which they receive time-loss compensation will receive full sick leave pay, vacation leave pay or compensatory time in addition to any time loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

26.7 Family Care Emergencies

- A. Leave without pay, annual leave or sick leave may be granted for childcare or elder care emergencies and is limited to a maximum of three (3) days per calendar year.
- B. Family care emergencies are defined as:
 - 1. Minor/dependent child care emergencies such as unexpected absence or regular care provider, unexpected closure of child's school, or unexpected need to pick up a child at school earlier than normal; or
 - 2. Elder care emergencies, such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

26.8 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

ARTICLE 27**SEVERE INCLEMENT WEATHER, ~~NATURAL DISASTER~~
AND OTHER EMERGENCY LEAVE****27.1 Release and/or Reassignment**

If the Employer determines that an institution, office, or work location is non operational due to severe inclement weather or natural disaster, the Employer may release non-emergency employees with no loss of pay during the disruption of service or may temporarily lay off employees in accordance with the terms of this Agreement. Non-emergency employees may be reassigned to a similar position at locations within a reasonable driving distance from the non-operational location during the disruption of services. At the discretion of the Appointing Authority, employees may be assigned to or allowed to telework. Employees who are ineligible or unable to perform alternate work opportunities described in this subsection may be eligible for leave as outlined in Subsection 27.3.

27.2 No Additional Compensation

Employees who work their normal hours during the disruption will not receive additional compensation.

27.3 Grace Period and Leave Usage for Tardiness

Employees who report to work late due to severe inclement weather or natural disaster will be allowed up to one (1) hour of paid time. If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster or an employee is late in excess of one (1) hour, the employee may elect to use the following in the order listed:

- A. Compensatory time;
- B. Accrued vacation leave;
- C. Accrued sick leave, up to a maximum of three (3) days in any calendar year.

An employee will only be allowed to use sick leave if they have no compensatory time or vacation leave balance. Upon request, employees will be approved to use leave without pay in lieu of vacation or sick leave. At the discretion of the Appointing Authority, an employee who reports to work late due to severe inclement weather or natural disaster may be allowed up to two (2) hours of paid time.

ARTICLE 28

FITNESS FOR DUTY AND DISABILITY SEPARATION

28.1 Disability Separation

The Agency may separate an employee if the employee requests separation due to disability, or when the Agency has medical documentation demonstrating that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability which cannot be reasonably accommodated and when there is no other available position that the employee can perform with or without a reasonable accommodation. The disability separation will be conducted consistent with Agency policy.

28.2 Reemployment

An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request for reemployment and have met the reemployment requirements of the WAC regulations relating to reemployment and reasonable accommodation.

28.3 Grievance Process

Disability separation is not a disciplinary action. An employee who has been involuntarily separated due to disability may grieve their disability separation in accordance with Article 9, Grievance Procedure.

ARTICLE 29

PERSONNEL AND WORKING FILES

29.1 Personnel File and Working File

The Employer will maintain in a secure location an official personnel file for each employee in accordance with Agency policy. The immediate supervisor may also keep a

working file for annual performance evaluation purposes. All working file material will be purged after completion of the employee's annual performance evaluation.

29.2 Personnel and Working File Material

- A. Employees must be provided with a copy of all material placed in their official personnel file related to their job performance. Material placed into the supervisor's working file related to job performance will be brought to the employee's attention. The employee may provide a written rebuttal to any information in the file that the employee considers objectionable. All material placed in the employee's personnel file relating to misconduct will be removed when the employee has been fully exonerated of wrongdoing. In all other cases, an employee may request that the Appointing Authority remove material one (1) year after issuance. The Employer may retain the removed information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.
- B. Written reprimands will be removed from an employee's personnel file after two (2) years if:
 - 1. The employee submits a written request for its removal;
 - 2. Circumstances do not warrant a longer retention period; or
 - 3. There has been no subsequent discipline.
- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after five (5) years if:
 - 1. The employee submits a written request for its removal;
 - 2. Circumstances do not warrant a longer retention period; or
 - 3. There has been no subsequent discipline.
- D. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

29.3 Information and Access

Employees have the right to access their own personnel file and the working file maintained by the supervisor. Before any representative of the employee will be granted access to an employee's personnel file, the employee must provide written authorization. The employee and/or representative may not remove any contents of the employee's personnel file. However, an employee and/or representative may request copies of materials in the personnel file or working file maintained by the supervisor. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee and/or representative.

29.4 Disclosure of Personnel File Information

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or

subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.

ARTICLE 30

PERFORMANCE EVALUATIONS

30.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and review their performance with regard to those goals. Supervisors should then provide support to employees in their professional development, so that skills and abilities can be aligned with Agency requirements. The purpose of the evaluation is to inform the employee of the supervisor's perception of the employee's job performance and to enhance communication between the employee and supervisor. Performance evaluations should be substantive in their review of an employee's performance.

30.2 Frequency

Employee work performance will be evaluated prior to the completion of their probationary and trial service periods and at least annually thereafter. The annual evaluation will be completed during the sixty (60) day period following the employee's anniversary date. Timeframes may be extended subject to the employee's availability. The evaluation will be considered completed on the date it is signed by the evaluating supervisor.

30.3 Process

Immediate supervisors will meet with employees at the start of their review period to discuss performance standards. Discussions between the employee and the supervisor will occur throughout the evaluation period, in order to recognize accomplishments and address performance issues in a timely manner. Employees will receive copies of their performance standards as well as notification of any modifications made during the review period. Performance discussions will be conducted in a confidential setting.

30.4 Documentation and Review

The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments or rebuttal by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. Upon request, the employee will be entitled to Union representation during such review. The role of the representative is that of an observer and advisor to the employee. The original performance evaluation forms, including the employee's comments or rebuttal, will be maintained in the employee's personnel file.

30.5 Grievance Rights

The evaluation process is subject to the grievance procedure. However, the specific contents of performance evaluations are not subject to the grievance procedure.

ARTICLE 31

CLASSIFICATION

31.1 Classification Plan Revisions

The Employer will provide notice to the Union in writing any proposed changes to the classification plan, including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges. The Employer will assign newly created positions to the appropriate classification within the classification plan.

31.2 Employee Initiated Position Review

An individual employee who believes that the duties of their position have changed, or that their position is improperly classified may request a review according to the following procedure:

- A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
- B. The supervisor will then send the completed form to the Local Human Resources Office. The Local Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency.
- C. In the event the employee disagrees with the reallocation decision of the Agency, or if the employee wishes to challenge any reallocation decision initiated by the Employer, they may appeal the Agency decision to the State Human Resources Director within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The State Human Resources Director will then make a written determination which will be provided to the employee.
- D. The employee may appeal the determination of the State Human Resources Director to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the State Human Resources Director. The board will render a decision which will be final and binding.
- E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Agency.

31.3 Employer Initiated Position Review

If the Employer believed that the duties of a position have changed, or that a position is improperly classified, they may request a review according to the following procedure:

- A. The Employer will notify the employee in the position in question that a position review is being initiated. This will be done in writing and the employee will be given the opportunity to provide evidence in writing that supports or refutes the Employer's position. The employee will have fourteen (14) calendar days from the date they are notified the position review is being initiated to submit such evidence.

- B. The Employer will then send the completed forms to the Local Human Resources Office. The Local Human Resources Office will review the completed forms. A decision regarding appropriate classification will then be made by the Agency.
- C. In the event the employee disagrees with the reallocation decision of the Agency, or if the employee wishes to challenge any reallocation decision initiated by the Employer, they may appeal the Agency decision to the State Human Resources Director within thirty (30) calendar days of being provided the results of a position review or the notice of the reallocation. The State Human Resources Director will then make a written determination which will be provided to the employee.
- D. The employee may appeal the determination of the State Human Resources Director to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the State Human Resources Director. The board will render a decision which will be final and binding.

31.4 Effect of Reallocation

- A. Reallocation to a Class With a Higher Salary Range
If the employee has performed the higher-level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies. If the employee is appointed, they must serve a trial service period.
- B. Reallocation to a Class With an Equal Salary Range
If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies.
- C. Reallocation to a Class With a Lower Salary Range
If the employee meets the skills and ability requirements of the position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies.

31.5 Salary Impact of Reallocation

An employee whose position is reallocated will have their salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range

Upon appointment to the higher class the employee's base salary will be increased as follows:

1. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.
2. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

B. Reallocation to a Class With an Equal Salary Range

The employee retains their previous base salary.

C. Reallocation to a Class With a Lower Salary Range

The employee will be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

31.6 No Grievance Procedure

Decisions regarding appropriate classification will be reviewed in accordance with Section. 31.2, and will not be subject to the grievance and arbitration procedure specified in this Agreement.

31.7 Job Classification Requirement

Employees shall not regularly and on an on-going basis be assigned duties foreign to the concept of their job classification.

**ARTICLE 32
COMPENSATION**

32.1 Pay Range Assignments

- A. Effective July 1, ~~2021~~2023, 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, ~~2021-2023~~ through June 30, ~~2023~~2025" applicable to Teamsters bargaining units (the 2021-2023 Teamsters Salary Schedule) that it was assigned on June 30, ~~2021~~2023. Effective July 1, ~~2021~~2023, each employee will continue to be assigned to the same range and step of the ~~2021-2023~~2023-2025 Teamsters Salary Schedule that they were assigned on June 30, ~~2021~~2023.

- B. Effective July 1, ~~2021~~2023, all salary ranges and steps of the Teamsters Salary Schedule will be increased by ~~zero-six percent~~ (0%~~6~~%) as shown in Appendix B. This salary increase is based on the Teamsters Salary Schedule in effect on June 30, ~~2021~~2023.
- C. Effective July 1, ~~2022~~2024, all salary ranges and steps of the Teamsters Salary Schedule will be increased by four percent (4%) as shown in Appendix C. This salary increase is based on the Teamsters Salary Schedule in effect on June 30, ~~2022~~2024.
- D. 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.
- ~~E. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.~~

32.2 “N2” Pay Range Assignments

- A. Effective July 1, ~~2021~~2023, each classification represented by the Union will continue to be assigned to the same salary range of the “N2” Range Salary Schedule (Appendix D) – Effective July 1, ~~2021~~2023 through June 30, ~~2023~~2025 applicable to Teamsters bargaining units (the ~~2021-2023~~2023-2025 “N2” Range Teamsters Salary Schedule) (Appendix D) that it was assigned on June 30, ~~2021~~2023. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the “N2” Range Teamsters Salary Schedule (Appendix D) that they were assigned on June 30, ~~2021~~2023.
- B. Effective July 1, ~~2021~~2023, all salary ranges and steps of the “N2” Range Teamsters Salary Schedule will be increased by zero percent (0%) as shown in Appendix D. This salary increase is based on the “N2” Range Teamsters Salary Schedule in effect on June 30, ~~2021~~2023.
- C. Effective July 1, ~~2022~~2024, all salary ranges and steps of the “N2” Range Teamsters Salary Schedule will be increased by four percent (4%) as shown in Appendix E. The salary increase is based on the “N2” Range Teamsters Salary Schedule in effect on June 30, ~~2022~~2024.
- D. 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.
- ~~E. All employees who have been at Step T for six (6) years or more will progress to Step U.~~

32.3 ~~Recruitment or Retention—Compression or Inversion—Higher Level Duties and Responsibilities—Inequities~~ Specific Increases

Effective July 1, ~~2022~~2023, targeted job classifications will be assigned to a higher salary range ~~due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities or inequities~~. Appendix G identifies the impacted job classifications and the salary range for which it will be assigned.

32.4 Pay for Performing the Duties of a Higher Classification

- A. An employee who is designated, in writing, by the Employer to assume the duties of a higher classification for three (3) consecutive calendar days or more to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.
- B. An employee who is designated, in writing, by the Employer to assume the duties of a higher classification for three (3) consecutive calendar days or more to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher- level duties.
- C. Unless other on-duty employees are unavailable to work in the higher classification, an employee may refuse an assignment to work in the higher classification, except in those positions where the classification specification allows for the assignment of such duties.

32.5 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate Teamsters Salary Schedules.
- B. The salary of employees in classes requiring licensure as a registered nurse will be governed by the “N2” Range Salary Schedule.
 - 1. An employee’s experience as a registered nurse (RN) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of a nurse on the proper step within an “N2” range:
 - a. At a minimum, RN experience will be credited year for year. However, the Employer reserves the right to hire RN’s at a higher step.
 - b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

- C. In the event the Employer creates new classifications during the term of this Agreement, the parties may meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

32.6 Periodic Increases

An employee's periodic increment date will be set and remain the same for any period of continuous service in accordance with the following:

- A. All employees' current periodic increment dates are retained. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees governed by the "N2" Range Salary Schedule that have reached Step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.
- E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A-C above.

32.7 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.
- C. Recruitment, Retention, Other Business Needs or Geographic Adjustments
The Appointing Authority may authorize more than the step increases specified in Subsections A and B above, when there are recruitment, retention or other business needs, as well as when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new

place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurses

1. Promotional increases for classes requiring licensure as a Registered Nurse (“N2” ranges) are calculated in the manner described below.
2. An employee who is promoted into or between classes, which have pay range “N2” will advance to the step in the new range, as shown in the “N2” Range Teamsters Salary Schedule, as described in Section 32.2, which represents the greater of (a), (b) or (c) below.
 - a. Placement on the step which coincides with the employee’s total length of experience as a Registered Nurse (RN), Physicians Assistant (PA) and/or Licensed Practical Nurse (LPN). Experience will be credited as follows:
 - i. At a minimum, RN and PA experience will be credited year for year. However, the Employer reserves the right to hire RN’s at a higher step; or
 - ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.
 - b. Placement on the step of the new range, which is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class; or
 - c. The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class, which is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class:
 - i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee’s former class;
 - ii. When the employee is promoted over an intervening class in the same class series;
 - iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening

class in the new series, which would have represented a promotion; or

- iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

32.8 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, or retention. Such an increase may not result in a salary greater than the top step of the range.

32.98 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

32.109 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

32.110 Reassignment

Reassignment is defined as an Agency-initiated move of an employee within the Agency from one (1) position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

32.121 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

32.132 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided from promotion in Section 32.7 above.

32.143 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

32.15 Pregnancy Accommodation for Custody Employees

If a pregnant employee in a custody position requests accommodation with written certification from a licensed medical professional and is granted temporary reassignment to a non-custody position, the pregnant employee will maintain their current rate of salary during their pregnancy.

32.164 Callback

- A. Scheduled work period employees who are not notified prior to their scheduled quitting time, either to return to work after departing the work site or to change the starting time of their next scheduled work shift, will receive three (3) hours of pay at their basic salary, in addition to all other compensation due.
- B. Work site is defined as the employees' location(s) when the assigned work shift has begun until the work shift has ended; and when required, the employee is properly relieved.
- C. Scheduled work period employees will not be entitled to callback pay due to late relief. Once the Employer learns of a situation involving late relief, the Employer will notify the affected employee(s) as soon as possible.
- D. Employees that are assigned to work overtime as a result of signing up on the volunteer overtime sign-up list or employees on standby will not be entitled to callback compensation.

32.175 Shift Premium

- A. For purposes of this Section, the following definitions apply:
 - 1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 - 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-time employees under the following circumstances:
 - 1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 - 2. Regularly scheduled day shift employees are not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

- b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 - 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
 - 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
 - 2. For assigned full evening or night shifts, as defined in Subsection A above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this Section were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the “regular rate”.
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

32.186 Shift Premium for Registered Nurses and Related Classes

For the classes of Certified Nursing Assistant, Medical Assistant, Registered Nurses and related job classes requiring licensure as a registered nurse, and licensed practical nurses will receive two dollars and fifty cents (\$2.50) per hour shift differential for evening shift and night shift work.

32.197 Supplemental Shift Premium for Nurses

For the classes of Certified Nursing Assistant, Medical Assistant, nurses and related job classes requiring licensure as a nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

- A. One dollar (\$1.00) per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

- B. Three dollars (\$3.00) per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.
- C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.
- D. Supplemental shift premiums are not payable during hours other than those specified.

32.2018**Standby**

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
 - 2. The Agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off-duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Overtime exempt employees classified as Physician Assistant/Advanced Registered Nurse Practitioner, Physician Assistant Certified/Advanced Registered Nurse Practitioner Lead, Clinical Nurse Specialist, Psychiatric Social Worker 3 or 4, Psychiatrist 4, Psychologist 3 or 4, or Psychology Associate will be compensated one hundred dollars (\$100.00) for each day or portion thereof spent in standby status. All other overtime-exempt employees will be compensated fifty dollars (\$50.00) for each day or portion thereof spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.
- F. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

32.219 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions.

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

32.220 Salary Overpayment Recovery

- A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee that will include the following items:
1. The amount of the overpayment;
 2. The basis for the claim; and
 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback
1. The employee must choose one (1) of the following options for paying back the overpayment:
 - a. Voluntary wage deduction;
 - b. Cash; or
 - c. Check.
 2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless the employee and the agency agree upon a longer period.
 3. If the employee fails to choose one (1) of the three (3) options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery shall take place over a period of time equal to the number of pay periods during which the overpayment was made.
 4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- C. Appeal Rights
- Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 9 of this Agreement.

32.23¹ Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only so long as the skills, duties, or circumstances it is based on are in effect.

- A. An Employer may grant assignment pay to a position to recognize a specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for premium.
- B. All Assignment Pay rates and Special Pay ranges and Notes are attached as Appendix H to this Agreement.

32.24 Premium PayA. McNeil Island Premium

Employees permanently assigned to work on McNeil Island as their regular work assignment will receive ten dollars (\$10.00) premium pay for each day they are physically working on the island. Days in paid status not working on the island will not qualify for this premium pay. This premium does not apply when employees are assigned to work on a vessel.

B. Specialty Teams Premium

Basic salary plus two (2) ranges shall be paid to trained and qualified employees who are assigned by the Appointing Authority to be members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (IRT), Crisis Negotiation Team (CRT), Critical Incident Stress Management (CISM), Honor Guard and Department incident Management Team (DIME).

C. Correctional Officer Field Training Program (COFTP) Training Sergeant Premium

A Sergeant who volunteers and is designated by the Appointing Authority or designee as a COFTP Training Sergeant will receive their base salary plus three percent (3%) for the duration of their COFTP Training Sergeant assignment.

D. Nurse Mentorship Premium

Experienced nurses who are proficient in their work may volunteer and be assigned by the Employer to mentor. Mentors participate in the planning, organizing, knowledge and skill development, and assessment of one or more new or current employees. Mentorship duties may include teaching, clinical supervision, role modeling, feedback and skill assessments (verbal or written) of new or current employees. Nurses assigned as mentors per the above, will receive mentor premium pay of two dollars and fifty cents (\$2.50) per hour while they are assigned as mentors.

32.25² Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

32.263 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

32.274 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

32.285 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2019-2021 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

~~32.26 McNeil Island Premium~~

~~Employees permanently assigned to work on McNeil Island as their regular work assignment will receive ten dollars (\$10.00) premium pay for each day they are physically working on the island. Days in paid status not working on the island will not qualify for this premium pay. This premium does not apply when employees are assigned to work on a vessel.~~

32.297 Lump Sum

Each bargaining unit member will ~~receive~~ be paid a one-time lump sum bonus of one thousand five hundred dollars (\$1,500) on July 1, ~~2022~~2023.

32.30 One Time Lump Sum Payment for Providing Proof of COVID-19 Booster

A. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment if they meeting the following conditions:

Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of a COVID-19 booster, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar (\$1,000) one-time lump sum payment to be paid no earlier than July 25, 2023.

B. The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and be provided as soon as practicable based upon their agency's Human Resources and/or payroll processes.

1. Bargaining unit employees will only receive one lump sum payment regardless, if they occupy more than one position within State government. Eligibility for the lump sum payment will be:

- a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
- b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
- 3. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 2023.

32.31 Employee Referral Program

- A. Custody and Correctional Officer 1 and 2
Current employees who refer a person that is hired and successfully completes Correctional Worker CORE and the psychological testing and interviews as a Corrections and Custody Officer 1 or 2 will receive \$250.00 referral incentive. In addition, once the referred person completes their probationary period, the referring employee will receive an additional \$250.00 referral incentive.
- B. Registered Nurse 2 and Medical Assistants
Current employees who refer a person that is hired will receive \$250.00 referral incentive. In addition, once the referred person completes their probationary period, the referring employee will receive an additional \$250.00 referral incentive.
- C. Employees in positions that have recruitment as a designated job duty are not eligible to receive the referral incentives.

ARTICLE 33

HEALTH CARE BENEFITS AMOUNT

*This **MOU** is included as an attachment to this Article.

- 33.1** A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will ~~contribute-be~~ an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic~~total weighted average of the projected medical premium~~ for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.~~The projected medical premium is the weighted average across all plans, across all tiers.~~
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

C. Section 33.1 (B) will expire June 30, ~~2023~~2025.

- 33.2**
- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
 - B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

33.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

- 33.4** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

33.5 Medical Flexible Spending Arrangement

- A. During January 202~~4~~2 and again in January 202~~5~~3, the Employer will make available two hundred fifty dollars (\$250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 33.5 B below.

- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of sixty-thousand dollars (\$60,000), ~~fifty thousand four dollars (\$50,004.00)~~ or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

ARTICLE 34

SENIORITY

34.1 Overtime, Extended Duty Assignment, Bid System and Vacation Selection Seniority

This Subsection (Section 34.1) defines seniority solely for purposes of Article 17 Overtime, Article 18 Extended Duty Assignments, Article 19 Bid System and Article 21 Vacation Leave.

- A. Employees within a Teamsters DOC bargaining unit on July 1, 2009
1. Seniority for full-time employees will be defined as the employee's length of unbroken state service.
 2. Seniority for part-time or on call employees will be based on straight time hours worked.

3. If an employee appointed prior to July 1, 2009, leaves a Teamsters DOC bargaining unit after July 1, 2009, their seniority will be calculated under Subsection 34.1.B.
4. If an employee is permanently assigned to a position in the Teamsters bargaining unit and accepts a non-permanent appointment outside of the bargaining unit, the employee's seniority will not be affected.

B. Employees appointed to a position in a Teamsters DOC bargaining unit after July 1, 2009

Seniority for full-time employees appointed after July 1, 2009, will be defined as the employee's length of unbroken state service less any time spent in state service appointments outside of Teamsters DOC bargaining units. Employees appointed from other bargaining unit positions within the DOC will have their Teamsters seniority credited for time served in other DOC bargaining units.

Seniority for part-time or on call employees appointed after July 1, 2009, will be based on straight-time hours worked, less any time spent in state service appointments outside of Teamsters DOC bargaining units. Employees appointed from other bargaining unit positions within the DOC will have their Teamsters seniority credited for time served in other DOC bargaining units.

1. If an employee is permanently assigned to a position in the Teamsters DOC bargaining unit and accepts a non-permanent appointment outside of the bargaining unit, the employee's seniority will not be affected.

34.2 Layoff Seniority

This Subsection (Section 34.2) applies only to Article 35 Layoff and Recall. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on call employees will be based on straight-time hours worked. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or state registered domestic partner, as provided for in RCW 41.06.133.

34.3 Effect of Leave Without Pay on Seniority

This Section (Section 34.3) applies to Sections 34.1 and 34.2. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

- A. Military leave for United States Public Health Service;
- B. Compensable work-related injury or illness leave;
- C. Government service leave and leave to enter the Peace Corps, not to exceed twenty-seven (27) months;

- D. Educational leave, contingent upon successful completion of the coursework; and/or
- E. Reducing the effects of a layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one (1) of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff in accordance with Article 35, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

34.4 Ties

This Section (Article 34.4) applies to Sections 34.1 and 34.2. If two (2) or more employees have the same seniority date or bargaining unit seniority date, ties will be broken in the following order:

- A. Longest total time in Teamsters DOC bargaining units;
- B. Longest continuous time within their current job classification;
- C. Longest continuous time with the agency; and
- D. By lot.

34.5 Seniority List

The Employer will prepare and post seniority lists by institution/office. The list will be updated annually, posted by December 1 of each year, and will contain each employee's name, job classification, and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

ARTICLE 35 LAYOFF AND RECALL

35.1 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reallocated;
- E. Termination of a project; or

- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

35.2 Voluntary Layoff, Leave of Absence or Reduction in Hours

Appointing Authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees on unpaid leave at the same time, the Appointing Authority will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

35.3 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and ability to perform within their current job classification within the layoff unit currently held by non-permanent, and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

35.4 Temporary Layoff

The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of five (5) calendar days of a temporary layoff. An employee who is temporarily laid off will not be entitled to be paid any leave balance, bumped to any other position or be placed on the internal layoff list. A temporary layoff will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credit at their normal rate.

35.5 Layoff

Employees will be laid off in accordance with seniority, as defined in Article 34, Seniority, subject to the employee possessing the required skills and abilities for the position.

35.6 Layoff Units

A layoff unit is defined as the geographical entity or administrative/organizational unit within the Department of Corrections (DOC) used for determining available options for employees who are being laid off. The layoff units will be by order as follows:

- A. Institution

The Institution in which the employee's permanent work station is located will be considered the first layoff unit.

- B. County

If no option is available within the Institution layoff unit, or if the employee's work station is not located at an institution, the County in which the employee's permanent work station is located will be considered the layoff unit.

C. County Group

If no option is available within the County layoff unit, the County group in which the employee's permanent work station is located will be considered the layoff unit. County groups are as follows:

1. Group 1
Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat, Walla Walla and Yakima.
2. Group 2
Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman.
3. Group 3
Clallam, Jefferson, Skagit, Snohomish and Whatcom.
4. Group 4
Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum.
5. Group 5
King and Pierce.

D. Statewide

If no option is available within the County Group layoff unit, the Statewide layoff unit will be considered the layoff unit.

35.7 Formal Options

Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:

- A. A funded vacant position for which the employee has the skills and abilities within their job classification;
- B. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification; and
- C. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have options to part-time positions. Full-time employees only have options to full-time positions.

35.8 Informal Options

Employees being laid off may be offered funded vacant positions provided they meet the skills and abilities required of the position and the position is at the same or lower salary range as the position in which the employee currently holds permanent status.

35.9 Notice

Except for temporary layoffs as provided in Section 35.4, employees with permanent status will be given at least fifteen (15) calendar days' written notice before the effective date of the layoff action. If the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee. The day that notification is given constitutes the first day of notice.

35.10 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Transfer or Bump

An employee who accepts a transfer or bumps to another position within their current job classification will retain their current salary.

B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

An employee who bumps to another position with a lower salary range will be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Salary Upon Appointment From an Internal Layoff List

Employees who are appointed from an internal layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any across the board adjustments, including salary survey or other pay adjustments that occurred during the time they were laid off. Employees who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

35.11 Moving Expense

When an employee selects an option to a permanent appointment that causes an unreasonable commute and chooses to move, the Employer will pay moving expenses. Household moving expenses will be paid in accordance with the Office of Financial Management (OFM) regulations.

35.12 Transition Review Period

The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which they have not held permanent status, been appointed from the General Government Transition Pool Program, or been appointed from an internal layoff list. The Employer may extend the transition review period to no more than twelve (12) consecutive months due to specific documented training requirements. The Employer will have the authority to shorten an employee's review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the internal layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired into a position other than the one they have been separated from during their transition review period. Separation during the transition review period will not be subject to the grievance procedure in Article 9.

35.13 Recall

- A. The Employer will maintain layoff lists for each job classification, which will include geographical availability. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off or bumped and will indicate the geographical areas in which they are willing to accept employment. Additionally, employees may request to have their name placed on layoff lists for other job classification in which they have held permanent status. An employee will remain on the layoff lists for two (2) years from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the two (2) year period.
- B. When a vacancy occurs within an agency and when there are names on a layoff list, the Employer will fill the position in accordance with Section 15.2, Hiring and Appointments. An employee will be removed from the layoff list if they are certified from the list and waive the appointment to a position two (2) times.
- C. Employees who have taken a demotion in lieu of layoff may also request to have their name placed on the agency's internal layoff list of the job classification they held permanent status in prior to the demotion.

35.14 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Personnel. When a vacancy occurs, the Employer will

consider employees in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

35.15 Project Employment

Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 35.7. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

ARTICLE 36

UNIFORMS, TOOLS AND EQUIPMENT

36.1 Required Custody Uniforms

The Employer will furnish required professional quality and gender appropriate uniforms for custody staff as follows:

- A. Four (4) BDU style pants;
- B. One (1) BDU style shirt – any combination of long or short sleeve shirts the employee elects;
- C. Three (3) shirts – any combination of BDU style or POLO the employee elects;
- D. One (1) jacket; and as necessary,
- E. Safety, cold and/or foul weather apparel, and hats [and](#)
- F. [Maternity Wear](#).

Each custody employee will be provided the opportunity to be issued to them those items listed in A and B above. Shoes/boots purchased and worn by custody staff as a personal item will be all black in color. Any personal uniform accessory items identified in Agency policy (to include such items as belts, undershirts, etc.) worn with the custody uniform will be black in color, unless the wearing would cause or aggravate a documented medical condition. The Employer will furnish custody personnel badges. All other custody and specialty team uniforms will be provided in accordance with Agency policy.

36.2 Non-Custody Personnel Covered

If the Employer determines that uniforms are required for Correctional Industries, food service, health services, maintenance, and/or recreation staff in accordance with Agency policy, the Employer will furnish professional quality and gender and position appropriate uniforms, [including maternity wear](#). In addition, the Employer may furnish professional

quality and gender and position appropriate uniforms for other personnel on an institution-by-institution basis.

36.3 Laundering and Maintenance

Uniforms will be maintained and laundered at institution expense at a location chosen by the Employer. The Employer will not incur the cost if an employee chooses to maintain and launder their uniform at a different location.

36.4 Damage or Loss of Required Uniforms

Employees will not be liable for damage to or loss of issued uniforms resulting from normal wear and tear, damage incurred in the performance of duties, or unavoidable loss. Employees will be liable for loss of or damage to uniforms resulting from their own negligence or unauthorized actions. In either case, employees will be responsible for notifying their supervisor of damaged or lost uniforms.

36.5 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools and equipment. The Employer will ensure tools and equipment are maintained in a safe working condition and will provide training on the safe operation. The Employer will repair or replace employee-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for the safe operation of tools and equipment, reporting any malfunctions or damage and will reimburse the Employer for damage due to negligence or loss by the employee.

36.6 Personal Property Reimbursement

The Employer agrees to reimburse employees for personal property damaged in the proper performance of their duties in accordance with agency policy. The Employer will process damage claims without undue delay following receipt of the claim from the employee.

ARTICLE 37

LICENSURE AND CERTIFICATION

Except as provided below, when a license and/or certification is required as part of the minimum qualifications for a job classification or the position requires any specialized license (e.g., driver's license, including CDL), the employee will be responsible for the cost of the certification and/or license and all renewal costs. When a new certification/license is required, the Employer will reimburse the employee for its cost and all renewal costs. Employees will notify their Appointing Authority or designee if their license or certification has been revoked or suspended within twenty-four (24) hours or prior to their next scheduled shift, whichever occurs first, of the revocation or suspension.

When a CDL certification, license, and physical exam are required for a ~~chain-transport~~ bus position, the Employer will reimburse the cost of the initial certification, license, and physical exam ~~up to thirty-eight hundred dollars (\$3,800.00)~~ when the employee successfully bids into a ~~chain-transport~~ bus position. All renewal costs will be the responsibility of the employee.

ARTICLE 38

STRIKES AND LOCKOUTS

38.1 No Strikes or Lockouts

It is mutually agreed that neither party will directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether economic, unfair labor practice, or sympathy strikes) lockouts, or other slowdown or cessation of work.

38.2 No Authority to Interrupt Operations

Shop Stewards have no authority to take any action interrupting the Employer's business. The Employer recognizes this limitation upon the authorized Shop Stewards and will not hold the Union liable for any unauthorized acts.

ARTICLE 39

VOLUNTEERS

39.1 Volunteers

The Employer will utilize volunteers only to the extent they will supplement and not supplant classified bargaining unit employees.

39.2 Work With Volunteers

Employees will work collaboratively with volunteers to enhance community partnerships, community safety and to influence offender behavior. Volunteers will not act in any supervisory capacity over bargaining unit employees and will abide by the security requirements of the institution.

ARTICLE 40

TRAVEL, MEALS AND EXPENSES

40.1 Overtime Meals

Employees working overtime during breakfast, lunch or dinner, which meals would have otherwise been eaten at home, will receive a hot meal at institution expense unless circumstances prohibit, whether or not such meal occurs during the overtime period.

40.2 Swing Shift Holdovers

A hot meal will be provided at institution expense to those swing shift staff required to work two (2) hours or more into the next succeeding shift, unless circumstances prohibit.

40.3 Interrupted Meals

Employees purchasing meals in institution dining facilities who must return to duty without benefit of finishing the meal will be reimbursed for its cost.

40.4 Meal Tickets

The price of employee meal tickets will be reviewed and adjusted annually as determined by the Employer.

40.5 Travel Expenses

Employees will be reimbursed for travel expenses incurred while on official State business in accordance with Chapter 10 of the Office of Financial Management's State Administrative & Accounting manual. Reimbursement will be processed for payment no later than ten (10) work days after receipt of a properly completed Travel Expense Voucher.

ARTICLE 41 PARKING

The Employer will ensure adequate parking space adjacent to or within reasonable distance from each work location.

ARTICLE 42 PRINTING OF AGREEMENT

42.1 Printing and Distribution

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

42.2 Additional Copies

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

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.

ARTICLE 44 ENTIRE AGREEMENT

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and any past practice or past agreement between the parties that existed prior to July 1, 2005—whether written or oral—is null and void, unless specifically preserved in this Agreement. With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions. This Agreement supersedes specific provisions of Agency policies with which it conflicts. During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Nothing herein will be construed as a waiver of the Union's collective

bargaining rights with respect to changes in matters, which are mandatorily negotiable under the law.

ARTICLE 45

TERM OF AGREEMENT

45.1 Duration

All provisions of this Agreement will become effective July 1, 202~~3~~⁴, and will remain in full force and effect through June 30, 202~~5~~³.

45.2 Opening Period

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 202~~4~~² and no later than January 31, 202~~4~~². In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

45.3 Reopening by Mutual Agreement

This Agreement may be reopened during its effective term by mutual consent of both Parties. All requests for negotiations will be in writing, delivered to the OFM State Human Resources Labor Relations Section (LRS) or Teamsters Local Union No. 117, and will specify items proposed for bargaining. Any additions to this Agreement will be in writing and signed by the Employer and the Union.

45.4 Supplemental Agreements

The authority to negotiate supplemental agreements or Memoranda of Understanding rests with OFM State Human Resources Labor Relations Section (LRS). In the event the LRS delegates the authority to negotiate supplemental agreements or Memoranda of Understanding to an agency head during the term of this Agreement, the following will apply:

- A. All supplemental agreements or Memoranda of Understanding will be considered tentative agreements until approved by LRS; and
- B. No supplemental agreements or Memoranda of Understanding may be entered into which conflict with this Agreement without the approval of LRS.

ARTICLE 46

SECURITY COMMITTEE

46.1 Addressing Security Concerns

The Employer and the Union agree that addressing employee security concerns is an important factor in operating safe prisons. Therefore, the Union and the Employer will cooperate in the endeavor to address employee security concerns through regular local and statewide security advisory committees as established by Agency policy and RCW 72.09.680.

46.2 Local Security Advisory Committee

- A. The Local Security Advisory Committees (LSAC) will operate in accordance with Agency policy and applicable RCW. The chair of each local security advisory committee shall be the Captain at a major facility and the Lieutenant at a minimum security facility. The LSAC will be multi-disciplinary and consist of a wide range of nonsupervisory classified employees and/or sergeants from the facility as well as the assigned Business Representative. When vacancies occur, the chair will notify the local Business Representative. The Union will provide the names of three (3) candidates from the vacated job classification to the Superintendent for membership selection.
- B. The LSAC will:
1. Meet at least bi-monthly;
 2. Review locally submitted security concerns and suggestions;
 3. Evaluate local security concerns and suggestions and make recommendations to correct identified unsafe conditions or practices;
 4. Document action taken or progress on individual security concerns and suggestions;
 5. Provide feedback when requested by Statewide Security Advisory Committee on security related policies and procedures;
 6. Forward recommendations to the Superintendent for review and action as necessary;
 7. Take minutes and keep them on file at the local institution and Department of Corrections (DOC) headquarters security office.

46.3 Statewide Security Advisory Committee

- A. The Statewide Security Advisory Council (SSAC) will operate in accordance with Agency policy and applicable RCW. The SSAC will include a balance of institution staff including but not limited to custody staff. At a minimum, the SSAC will include:
1. The Director of Prisons or their designee;
 2. The Union Secretary Treasurer or their designee;
 3. A nonsupervisory classified employee and/or sergeant from each local advisory committee of a major facility and one (1) nonsupervisory classified employee and/or sergeant representative from a minimum facility;
 4. A senior-ranking security custody staff member from each major correctional facility and a senior-ranking custody staff member from a minimum facility;

5. A senior-ranking community corrections officer; and
 6. A delegate from the Union.
- B. The SSAC will:
1. Meet at least quarterly;
 2. Conduct comprehensive reviews of the department's total confinement security related policies and procedures;
 3. Make recommendations to the secretary regarding methods to provide consistent application of security policies/procedures or for additional resources or legislation to address security concerns; and
 4. Take minutes and keep them on file at the DOC headquarters security office.

46.4 Grievance

Nothing in this Article or any LSAC or SSAC committee activity will be subject to the grievance procedure in Article 9.

ARTICLE 47 PRESUMPTION OF RESIGNATION

47.1 Presumption of Resignation

- A. When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive workdays, the employee is presumed to have resigned from their position. Inability or incapacity shall negate the presumption.
- B. When an employee is presumed to have resigned from their position, the Employer will separate the employee by sending a separation notice to the employee via certified mail to the employee's last known address.
- C. Within seven (7) calendar days (excluding Saturdays, Sundays, and holidays) after the separation notice was deposited in the United States mail, the employee may petition the Employer in writing for reinstatement. The petition must be delivered in person or sent via certified mail. An untimely petition will not be processed and the separation will stand. The petition must contain all of the known facts to show the employee's inability or incapacity prohibiting them from contacting the Employer.
- D. If the petition is accepted, the separation will be rescinded and the employee will be restored to their position. If the petition is denied and the denial is grieved, the Union is limited to presenting only the facts contained in the petition to prove the employee's inability or incapacity.

APPENDIX A

BARGAINING UNITS REPRESENTED BY TEAMSTERS LOCAL UNION NO. 117

Case 20396-E-06-3155 – Decision 9351

All non-supervisory classified employees of the State of Washington working for the Department of Corrections in correctional institutions, the correctional industries program, the sex offender treatment program, and regional business service center, excluding persons exempt from the coverage of Chapter [41.06 RCW](#), employees in the Washington Management Service, confidential employees, supervisors, institutions employees in historically-excluded groups that have not been modified by subsequent orders, and all other employees of the Employer.

All supervisory classified employees of the State of Washington working for the Department of Corrections in correctional institutions, the correctional industries program, the sex offender treatment program, and regional business service center, excluding persons exempt from the coverage of Chapter [41.06 RCW](#), employees in the Washington Management Services, confidential employees, non-supervisory employees, institutions employees in historically-excluded groups that have not been modified by subsequent orders, and all other employees of the Employer.

Case 20301-E-06-3136 – Decision 9322 (Psychiatric Social Workers)

Case 21099-E-07-3270 – Decision 9780 (Psychology Associates)

Case 21068-E-07-3263 – Decision 9751 (Chaplains)

Case 21061-E-07-3262 – Decision 9752 (Psychiatrists)

Case 21059-E-07-3260 – Decision 9750 (Psychologist 3&4 Non-Supervisory)

Case 21098-E-07-3269 – Decision 9760 (Psychologist 3&4 Supervisory)

Case 27223-E-15 – Decision 12381 (Dentist)

Case 128079-E-16 – Decision 12574 (Registered Nurse 3)

Case 128130-E-16 – Decision 12595 (Administrative Assistant 3)

Case 128492-E-16 – Decision 12643 (Marine Department)

Case 128551-E-16 – Decision 12658 (Recreation & Athletics Specialist 4)

Case 128781-E-17 – Decision 12667 (Correction Specialist 2 Supervisory)

Case 128674-E-17 – Decision 12668 (Correction Specialist 2 Non-Supervisory)

Case 128675-E-17 – Decision 12673 (Occupational Nurse Consultants)

Case 128841-E-17 – Decision 12721 (Administrative Assistant 3 – CBCC)

Case 128922-E-17 – Decision 12743 (Correction Specialist 1)

Case 128965-E-17 – Decision 12745 (Corrections Specialist 3/Hearings Officers)

Case 128954-E-17 – Decision 12739 (Correctional Officer 4)

Case 129595-E-17 – Decision 12795 (Safety Officer 2)

Case 129596-E-17 – Decision 12798 (Correction Specialist 3/Offender Change Division)

Case 129619-E-17 – Decision 12803 (Corrections Specialist 3/WCC)

Case 129647-E-17 – Decision 12799 (Corrections Specialist 3/HQ Class and Case Management)

Case 129747-E-17 – Decision 12811 (Investigators | Intelligence & Investigations Unit)

Case 129786-E-17 – Decision 12822 (Safety Officer 3)

Case 129800-E-17 – Decision 12824 (Investigator 3/ISRB)
Case 129809-E-17 – Decision 12834 (Procurement & Supply Specialists 2 and 3)
Case 129836-E-17 – Decision 12833 (Administrative Assistant 3/WSP)
Case 129984-E-17 – Decision 12840 (PREA Unit – Corrections Specialist 3, Secretary Senior, Office Assistant 3, and Research Analyst 3)
Case 130027-E-18 – Decision 12854 (Correction Specialist 3 – Statewide Visit Specialist)
Case 130377-E-18 – Decision 12855 (Program Specialist 5)
Case 130431-E-18 – Decision 12857 (ISRB Records Technician)
Case 130432-E-18 – Decision 12865 (Corrections Specialist 3 Security Specialists)
Case 130433-E-18 – Decision 12856 (Investigator 3/HQ)
Case 130631-E-18 – Decision 12892 (Corrections Specialist 3/HQ/Reentry)
Case 130648-E-18 – Decision 12888 (Purchasing Specialist Supervisor 2)
Case 130649-E-18 – Decision 128897(Classification Counselor 3/HQ)
Case 130796-E-18 – Decision 12918 (Investigator 1)
Case 130803-E-18 – Decision 12919 (Program Specialist 5 Supervisors)
Case 130927-E-18 – Decision 12934 (Communications Consultant 4 and Corrections Specialist 3)
Case 131112-E-18 – Decision 12970 (Administrative Assistant 1)
Case 131120-E-18 – Decision 12971 (Forms & Records Analyst 2)
Case 131121-E-18 – Decision 12972 (Human Resource Consultant Assistant 2)
Case 131174-E-18 – Decision 13024 (Program Specialist 4)
Case 131175-E-18 – Decision 13039 (Program Specialist 5)
Case 131243-E-19 – Decision 13176 (Administrative Assistant 3)
Case 131244-E-19 – Decision 12979 (Program Assistant)
Case 131521-E-19 – Decision 13051 (Procurement and Supply Specialist 4 Supervisors)
Case 131874-E-19 – Decision 13117 (Fiscal Analyst 5)
Case 131875-E-19 – Decision 13054 (Corrections Specialist 3)
Case 131910-E-19 – Decision 13069 (Public Disclosure Supervisors)
Case 131912-E-19 – Decision 13071 (Maintenance Specialist 4)
Case 132190-E-19 – Decision 13163 (Communications Consultant 3)
Case 132208-E-19 – Decision 13199 (Secretary Senior)
Case 132209-E-19 – Decision 13170 (Correctional Records Technician (Re-entry Division))
Case 132608-E-20 – Decision 13198 (Budget Analyst 3 and 4)
Case 134077-E-21 – Decision 13374 (Corrections Specialist 4 Supervisors)
Case 134191-E-21 – Decision 13375 (Corrections Specialist 3)
Case 134409-E-21 – Decision 13449 (Corrections Specialist 3 (SIF Unit))
Case 134410-E-21 – Decision 13467 (Corrections Specialist 4 (SARU Unit))
Case 134419-E-21 – Decision 13450 (Administrative Assistant 3 (ISRB Unit))
Case 134807-E-22 – Decision 13493 (Corrections Specialist 4 (AHCC))

NOTE: Previous bargaining unit descriptions can be found in Case Number 19179-C-05-1224 – Decision 9269 and Case Number 19184-C-05-1225 – Decision 9270.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX B

General Service Salary Schedule

Effective July 1, ~~2021~~2023 through June 30, ~~2022~~2024

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX C

General Service Salary Schedule

Effective July 1, ~~2022~~2024 through June 30, ~~2023~~2025

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX D

“N2” Range Salary Schedule

Effective July 1, ~~2021~~2023 through June 30, ~~2022~~2024

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX E

“N2” Range Salary Schedule

Effective July 1, ~~2022~~ 2024 through June 30, ~~2023~~ 2025

***PLACEHOLDER**

APPENDIX F ASSIGNMENT PAY

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted AP; Group B indicates those assigned duties granted AP which are not class specific; Group C applies to reference #29 and PERC decision 26673-I-14-0659.

CLASS TITLE	CLASS COD	PREMIUM	REFERENCE#
<u>GROUP A</u>			
Correctional Industries Supervisor 2	631B	See Ref.	20
Correctional Industries Supervisor 4	631D	See Ref.	20
Corrections and Custody Officer 1	384A	See Ref	42, IA1
Corrections and Custody Officer 2	384B	See Ref.	42, IA1
Corrections and Custody Officer 3	384C	See Ref	42, IA1
Corrections and Custody Officer 4	384D	See Ref	42
Truck Driver 1	632I	4 ranges	12
Truck Driver 2	632J	4 ranges	12
<u>GROUP B</u>			
Dual Language Requirement		2 ranges	18
Defensive Tactics		\$10.00 15.00/hour	42
Specialty Teams		2-ranges	IA2
<u>GROUP C*</u>			

The Department of Corrections may, at its discretion apply premiums, not to exceed the indicated limit, in order to address problems of recruitment and retention. A premium shown to be applicable to an entire class at a location (institution/office) must be applied to that class uniformly at that location. "At its discretion" means that the only permissible

grievance of such a decision is limited to whether or not the decision in question was arbitrary and capricious or violated the express terms of this provision. Once applied, a premium may not be reduced for the life of the Agreement.

Classification	Classification Code	Premium Limit	Location(s)
Classification Counselor 1, 2, or 3	354E, 354G, or 354I	1 range	Coyote Ridge (CRCC), Monroe Correctional Complex (MCC) or Washington State Penitentiary (WSP)
Corrections and Custody Officer 1, 2, or 3	384A, 384B, or 384C	2 ranges	CRCC, MCC or WSP

*PERC decision 26673-I-14-0659

REFERENCE #12: Employees assigned to operate equipment above this level shall be compensated four (4) ranges above their base rate, and shall be credited with a minimum of four (4) hours at the higher rate on each day they operate the higher level equipment. (Eff. 6/84)

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges. (Rev. 5/92)

REFERENCE #29: Upon review and approval from the OFM State Human Resources employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency will be compensated at a specified number of ranges.

REFERENCE #42: Within the Department of Corrections, employees who are certified instructors of defensive tactics, firearms and fitness will be compensated an additional ~~ten~~ fifteen dollars (\$~~10.00~~15.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction or in receiving initial and re-certification training.

REFERENCE #IA1: Corrections and Custody Officers shall receive a two (2) range premium for all hours worked in a BFOQ position if and only if the facility in question assigned more than thirty percent (30%) more mandatory overtime hours to female Corrections and Custody Officers than to male Corrections and Custody Officers during the preceding calendar quarter (January through March, April through June, July through September and October through December).

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

REFERENCE #IA2: Basic salary plus two (2) ranges shall be paid to trained and qualified employees who are assigned members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (IRT), Crisis Negotiation Team (CRT), Critical Incident Stress Management (CISM), and Honor Guard. Assignment pay under this reference shall be on an hour for hour basis for every hour worked during an authorized team related assignment or training.

APPENDIX G

SPECIFIC INCREASES

<u>Classification Code</u>	<u>Classification</u>	<u>Current Range</u>	<u>New Range</u>
105E	Administrative Assistant 1	34	36
105F	Administrative Assistant 2	37	39
105G	Administrative Assistant 3	41	43
113J	Mail Processing Driver	34	36
114F	Procurement/Supply Spec 2	49	54
114G	Procurement/Supply Spec 3	55	60
114H	Procurement/Supply Spec 4	59	64
115G	Procurement/Supply Supt Spec 3	40	45
119E	Human Resource Consultant 1	45	46
123F	Human Resource Consultant Asst 2	41	42
143M	Fiscal Analyst 5	59	61
197K	Communications Consultant 3	51	60
197L	Communications Consultant 4	56	65
287E	Nursing Assistant	40	42
287G	Medical Assistant	37	43
354E	Classification Counselor 1	46	50
354G	Classification Counselor 2	53	55
354I	Classification Counselor 3	56	58
354K	Sex Offender Treatment Specialist	57	61
354L	Sex Offender Treatment Supervisor	61	65
354O	Corrections Mental Health Counselor 2	52	56
354P	Corrections Mental Health Counselor 3	54	58
362B	Psychology Associate	64	66
362C	Psychologist 3 - Teamsters	69	71
362D	Psychologist 4	79	81
363I	Religious Coordinator	51	52
384A	Corr & Custody Officer 1	41	45
384B	Corr & Custody Officer 2	47	48
384C	Corr & Custody Officer 3	53	54
384D	Corr & Custody Officer 4	59	60
427P	Investigator 1	45	47
427Q	Investigator 2	52	54
427R	Investigator 3	60	62
523H	Environmental Specialist 4	55	59
592M	Electronics Technician 4	50	52
592N	Electronics Technician Supervisor	55	57
592T	Electronics Supervisor	56	58
600L	Equipment Technician Lead	53	55
600M	Equipment Technician Supervisor	57	59
627G	Construction & Maintenance Project Supervisor	56	58

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

<u>Classification Code</u>	<u>Classification</u>	<u>Current Range</u>	<u>New Range</u>
<u>632I</u>	<u>Truck Driver 1</u>	<u>34</u>	<u>38</u>
<u>632J</u>	<u>Truck Driver 2</u>	<u>41</u>	<u>45</u>
<u>632K</u>	<u>Truck Driver 3</u>	<u>45</u>	<u>49</u>
<u>653P</u>	<u>Ferry Operator Assistant</u>	<u>39</u>	<u>41</u>
<u>678H</u>	<u>Maintenance Custodian</u>	<u>31</u>	<u>33</u>
<u>701G</u>	<u>Recreation & Athletics Specialist 3</u>	<u>45</u>	<u>50</u>
<u>701H</u>	<u>Recreation & Athletics Specialist 4</u>	<u>49</u>	<u>54</u>
Classification Code	Classification	Current Range	New Range
100I	Office Assistant 2 – Teamsters	29	34
100J	Office Assistant 3 – Teamsters	31	36
100K	Office Assistant Lead – Teamsters	33	38
100T	Secretary Senior – Teamsters	33	37
100U	Secretary Lead – Teamsters	36	40
100M	Office Support Supervisor 2	40	45
100V	Secretary Supervisor	40	44
105E	Administrative Assistant 1 – Teamsters	32	34
105F	Administrative Assistant 2 – Teamsters	35	37
105G	Administrative Assistant 3 – Teamsters	39	41
143I	Fiscal Analyst 1	40	44
143J	Fiscal Analyst 2	44	48
143K	Fiscal Analyst 3	50	54
143L	Fiscal Analyst 4	54	58
148M	Fiscal Technician 2 – Teamsters	32	36
284E	Patient Services Representative	34	40
354E	Classification Counselor 1 – Teamsters	42	46
354G	Classification Counselor 2 – Teamsters	47	53
354I	Classification Counselor 3 – Teamsters	50	56
384B	Corrections & Custody Officer 2	44	47
384C	Corrections & Custody Officer 3	50	53
384D	Corrections & Custody Officer 4	56	59
427P	Investigator 1	42	45
427Q	Investigator 2	49	52
427R	Investigator 3	57	60
674J	Cook AC	39	45

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

Classification Code	Classification	Current Range	New Range
677E	Food Service Manager 1	41	47
114E	Procurement & Supply Specialist 1	39	43
114F	Procurement & Supply Specialist 2	45	49
114G	Procurement & Supply Specialist 3	51	55
114H	Procurement & Supply Specialist 4	55	59
115G	Procurement & Supply Support Specialist 3	36	40
117J	Warehouse Operator 2	34G	36G
117K	Warehouse Operator 3	38G	40G
117L	Warehouse Operator 4	42G	44G
262J	Library & Archival Paraprofessional 2	35	37
261A	Library & Archival Professional 1	46	48
261B	Library & Archival Professional 2	48	50
592N	Electronics Technician Supervisor	53G	55G
596K	Maintenance Specialist 4	58G	60G
600L	Equipment Technician Lead	51G	53G
602N	Chief Engineer	58	60
605G	Carpenter Supervisor 1	49G	51G
605I	Shipwright Supervisor	51G	53G
618S	Equipment Operator 2	45G	47G
619J	Painter Supervisor	49G	51G
621H	Plumber/Pipefitter/Steamfitter Supervisor	53G	55G
626J	Maintenance Mechanic 1	44G	46G
626K	Maintenance Mechanic 2	47G	49G
626L	Maintenance Mechanic 3	50G	52G
626M	Maintenance Mechanic 4	53G	55G
631A	Correctional Industries Supervisor Assistant	44	46
631B	Correctional Industries Supervisor 2	50	52
631D	Correctional Industries Supervisor 4	54	56
678J	Custodian 2 – Teamsters	29	31
678L	Custodian 4 – Teamsters	36	38
678M	Custodian 5	40	42

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX H

SPECIAL PAY RANGES AND NOTES

These ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

“D” RANGE: This range is a single rate per hour equivalent to the State’s minimum wage. It is payable to employees who have dog handler assignments, and only while they are off duty, but are still required to care for the dog in their charge. Work time to be paid at “D” range includes, but is not limited to time required for daily feeding, exercising, grooming, and emergency health care of the dog, and care and cleaning of the kennel. (Rev 7/02)

“E” RANGE: This range is used for classes having a prevailing pay range which is shorter than Washington’s standard ranges. An “E” range is a standard range with the first four (4) steps removed. Thus, the first step of such a range is the same as Step E of the standard range having the same range number. Periodic increases through the steps of this range are made at the same intervals as through standard ranges.

“G” RANGE: This range is used for classes having a prevailing pay range which is shorter than Washington’s standard ranges. A “G” range is a standard range with the first six (6) steps removed. Thus, the first step of such a range is the same as Step G of the standard range having the same range number. Periodic increases through the steps of this range are made as the same intervals as through standard ranges.

“N2” RANGE: This range applies to nurses represented by the Teamsters, and is used for classes requiring licensure as a registered nurse and having a prevailing pay range which is longer than Washington’s standard ranges. An “N2” range is a standard range, step A through K, with ten (10) added steps, L through U. Periodic increases through step K of these ranges are made at the same intervals as through standard ranges. Thereafter, an employee receives a one (1) step increase based on years of experience up to the maximum step of the range.

APPENDIX I
REGISTERED NURSES AND LICENSED PRACTICAL NURSES
REPRESENTED BY TEAMSTERS LOCAL UNION 117

The parties agree that the process below constitutes “reasonable efforts” to obtain staffing by the DOC, pursuant to [RCW 49.28.130](#)(6) and [49.28.140](#)(3)(c), when assigning overtime shifts for nurses at DOC facilities. DOC shall document that it undertook each of the following steps in successive order:

1. Prior to assigning overtime, the Employer will offer the assignment of the work to on-call nurses who are not in overtime status (i.e., have not yet worked forty [40] hours in the workweek).
2. If no on-call nurses are available, nurses in the same job classification as the post/duties requiring coverage who have signed-up for voluntary overtime under Article 17 of the parties’ 2021-2023 Collective Bargaining Agreement (CBA) will be assigned/offered the overtime. Such overtime will be assigned/offered based on seniority. Nurses who are on-duty who have signed-up on the voluntary overtime list for the next scheduled shift may not refuse an assignment of overtime. On-call nurses who have reached forty (40) hours in a workweek are eligible to sign-up for voluntary overtime under Article 17 of the parties’ CBA.
3. After the voluntary sign-up list has been exhausted for nurses in the same job classification as the post/duties requiring coverage, the Employer will solicit volunteers who are in the same job classification as the post/duties requiring coverage and who are already on-duty (“All Call”). If more than one (1) nurse responds to an All Call, the Employer will offer the available position(s) on a first-come, first-served basis.
4. If there are still insufficient volunteers after the “All Call,” nurses in different job classifications as the post/duties requiring coverage who have signed-up for voluntary overtime under Article 17 of the parties’ 2021-2023 CBA will be provided the opportunity to work the overtime, if the duties to be performed are within the scope of their license. Such overtime will be assigned/offered based on seniority. Nurses who are on-duty who have signed-up on the voluntary overtime list for the next scheduled shift may not refuse an assignment of overtime.
5. If there are still insufficient volunteers, the Employer will solicit volunteers in different job classifications as the post/duties requiring coverage and who are already on-duty, if the duties to be performed are within the scope of their license. If more than one (1) nurse responds to the second “All Call,” the Employer will offer the available position(s) on a first-come first-served basis.
6. If there are still insufficient volunteers, the Employer will offer the overtime to on-call nurses who are in overtime status (i.e., have already worked or are pre-scheduled to work forty [40] hours in the workweek), but who are not on-duty and

- have not signed-up for voluntary overtime under Article 17 of the parties' CBA; provided on-call nurses will be provided an opportunity to request not to be called at home and offered the opportunity to work overtime. Consistent with Section 32.14 of the parties' CBA, on-call nurses are not entitled to callback compensation.
7. If there are still insufficient volunteers, the Employer will, in seniority order, call nurses in the same job classification as the post/duties requiring coverage, who are not on-duty and have not signed-up for voluntary overtime under Article 17 of the parties' CBA, and offer the overtime; provided:
 - a. Nurses will be provided an opportunity to request not to be called at home and offered the opportunity to work overtime; and
 - b. Nurses who are not on-duty, have not signed-up for voluntary overtime, and agree to work the overtime shift will be entitled to callback compensation in accordance with Section 32.14 of the parties' CBA.
 8. If there are still insufficient volunteers, the Employer will, in seniority order, call nurses in a different job classification as the post/duties requiring coverage, who are not on-duty and have not signed-up for voluntary overtime under Article 17 of the parties' CBA, and offer the overtime if the duties to be performed are within the scope of their license; provided:
 - a. Nurses will be provided an opportunity to request not to be called at home and offered the opportunity to work overtime; and
 - b. Nurses who are not on-duty, have not signed-up for voluntary overtime, and agree to work the overtime shift will be entitled to callback compensation in accordance with Section 32.14 of the parties' CBA.
 9. If there are still insufficient volunteers, the Employer will contact nurses contracted through an agency provider who are currently working a block segment at the facility and offer the opportunity to work the overtime shift.
 10. Mandatory overtime pursuant to Section 17.2(F) of the parties' CBA may be assigned only if the facility is unable to fill a nursing post, has documented completion of Steps 1 through 9 above, and the overtime is required pursuant to the reasons specified in [RCW 49.28.140\(3\)](#).

Nurses who are contacted at home as a result of the process outlined above will not be entitled to compensation for the duration of the telephone call. In the event that the most senior nurse is not on-duty and cannot be reached (i.e., no answer) when assignments are being offered, the next nurse in descending seniority order will be contacted. A nurse who returns a call, after not answering a call, will only be offered an overtime opportunity if one still exists. When a nurse accepts an overtime assignment but cannot report to the facility at the time the shift starts, the least senior nurse who is currently on-duty will be

required to work until the nurse who accepted the overtime assignment reports to the facility.

In addition, the parties agree to modify Section 23.7 of the parties' CBA to require a nurse, who is in a position where a relief replacement is necessary, to notify their supervisor of the need for them to be absent at least three (3) hours prior to their scheduled time to report to work.

If there is a conflict between this Appendix and Article 17 and/or Section 23.7 of the parties' 2021-2023 CBA, the provisions of this Appendix will govern. An alleged violation of this appendix shall be subject to the grievance procedure outlined in Article 9 of the parties' CBA.

APPENDIX J
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS
AND
TEAMSTERS LOCAL UNION NO. 117

Section 1. ~~2021-2023~~2023-2025 Bargaining Regarding Changes to a Mandatory Subject

In accordance with [RCW 41.80.090](#), the parties have agreed to the following impasse procedure for negotiations over a change in a mandatory subject of bargaining during the term of the ~~2021-2023~~2023-2025 Collective Bargaining Agreement for Department of Correction's employees:

- a) During the term of the ~~2021-2023~~2023-2025 Collective Bargaining Agreement, the Department of Corrections will provide notice to the Teamsters in accordance with Article 5, Union/Management Relations and satisfy its collective bargaining obligation under law before changing a matter that is a mandatory subject of bargaining. In the event that the Union requests negotiations and the parties cannot reach agreement, the parties agree to submit the outstanding issue(s) to an arbitrator for resolution.
- b) An arbitration under this Section must comply with the provisions of Section 2(b), (e), (f) and (i).
- c) Financial costs of arbitration awards:
 - a. If OFM determines that an individual arbitration award under this section will cost more than two-hundred and fifty-thousand dollars (\$250,000.00) during the ~~2021-2023~~2023-2025 biennium, the award will not be implemented unless or until the OFM Director determines that the award is financially feasible for the Department of Corrections.
 - b. If the OFM Director determines an individual arbitration award under this section is not financially feasible for the Department of Correction, then the parties will either:
 - i. Enter negotiations for a mutually agreeable modification of the award; or
 - ii. The Union can request that the arbitration award be submitted to the Legislature in the Governor's budget for funding to implement the award. The award will not be implemented unless or until the Legislature funds the arbitration award.

Section 2. ~~2023-2025~~2025-2027 Bargaining

In accordance with [RCW 41.80.090](#), the parties have agreed to the following impasse procedure for the negotiations of the 2023-2025 Teamsters 117 Collective Bargaining Agreement for Department of Corrections employees:

- a) By September 7, 202~~3~~4, the parties will attempt to agree on an interest arbitrator to be used in the event the parties are not successful in reaching agreement through negotiations for a comprehensive Collective Bargaining Agreement for the ~~2023-2025~~2025-2027 biennium. The parties will select an arbitrator by mutual agreement or by alternatively striking names from a regional list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service.
- b) 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 its attorneys, representatives and witnesses, and all other costs related to the development and presentation of their case.
- c) Immediately upon selecting an interest arbitrator, the parties shall cooperate to reserve dates with the arbitrator for a potential hearing between August 1, 202~~4~~2 and September 15, 202~~4~~2. The parties shall also prepare a schedule of at least five (5) negotiation dates, absent an agreement to the contrary.
- d) The parties shall execute a written agreement before December 15, 202~~3~~4, setting forth the name of the arbitrator and the dates reserved for bargaining and arbitration.
- e) The arbitrator may consider only matters that are subject to bargaining under [RCW 41.80.020](#)(1), and may not consider those subjects under [RCW 41.80.020](#)(2) & (3) and [RCW 41.80.040](#).
- f) In making its determination, the arbitrator shall take into consideration the following factors:
 - i. The financial ability of the Department of Corrections to pay for the compensation and benefit provisions of a collective bargaining agreement;
 - ii. The constitutional and statutory authority of the Employer;
 - iii. Stipulations of the parties;
 - iv. Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of like personnel of like state government employers of similar size in the western United States;
 - v. The ability of the Department of Corrections to retain employees;
 - vi. The overall compensation presently received by Department of Corrections employees, including direct wage compensation, vacations, holidays and

other paid excused time, pensions, insurance benefit, and all other direct or indirect monetary benefits received;

- vii. Changes in any of the factors listed in this Subsection during the pendency of the proceedings; and
 - viii. Such other factors which are normally or traditionally taken into consideration in the determination of matters that are subject to bargaining under [RCW 41.80.020](#)(1).
- g) The decision of an arbitrator under this section is subject to the October 1st deadline and financial feasibility provisions of [RCW 41.80.010](#)(3).
- h) The decision of an arbitrator is not binding on the Legislature and, if the Legislature does not approve the funds necessary to implement provisions pertaining to the compensation and fringe benefit provision of an interest arbitration award, the provisions are not binding on the State or Department of Corrections.
- i) Procedures for interest arbitration:
- i. To the extent applicable, the parties intend that [WAC Chapter 391-55](#) controls the procedures for interest arbitration under this MOU.

Section 3.

If a conflict exists between this MOU and [WAC Chapter 391-55](#), this MOU shall prevail. A provision of this MOU that conflicts with the terms of a statute is invalid and unenforceable.

Section 4. Duration

The provisions of this MOU will expire on June 30, 202~~5~~³

Dated: ~~July 31, 2020~~ [June 9, 2022](#)

For the Employer:

For the Union:

/s/

/s/

~~Tanya Aho~~ [Siobhan Murphy](#), Labor
Negotiator
OFM/SHR/Labor Relations

~~Michelle Woodrow, President~~ [Sarena Davis](#),
[Director of Law Enforcement Corrections](#)
Teamsters Local 117

APPENDIX K DOC STATEWIDE SPECIALIZED UNITS

Airway Heights Corrections Center
Special Management Unit

Clallam Bay Corrections Center
Intensive Management Units E&F

Coyote Ridge Corrections Center
Segregation Unit

Monroe Correctional Complex
Close Observation Area (COA)
Special Offender Unit:

● ~~A/B Units~~

- Intensive Management Unit/Segregation

Stafford Creek Corrections Center
Segregation
Intensive Management Unit
Close Observation Area (COA)

Washington Corrections Center
Intensive Management Unit
Close Observation Area (COA)

Washington Corrections Center for Women
Close Observation Area (COA)
Treatment and Evaluation Center (TEC)
Segregation

Washington State Penitentiary
Intensive Management Unit North
Intensive Management Unit South
BAR Units: Baker, Adams, Rainier
HSB Close Observation Area (COA)

Note: The Secured Housing Units at MI2 (Camp) facilities do not require criteria for staff assignments. DOC Policy 400.410 does not apply.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX L

“GS1” Range Salary Schedule

Effective July 1, ~~2021~~ 2023 through June 30, ~~2022~~ 2024

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

APPENDIX M

“GS1” Range Salary Schedule

Effective July 1, ~~2022~~2024 through June 30, ~~2023~~2025

***PLACEHOLDER**

A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
TEAMSTERS LOCAL UNION 117

STAFFORD CREEK CORRECTIONS CENTER (SCCC) CORRECTIONAL
INDUSTRIES (CI) OVERTIME

Through a Memorandum of Understanding (MOU) during negotiations of the 2019-2021 Collective Bargaining Agreement (CBA), the parties agreed to negotiate the scheduling of overtime in the Correctional Industries (CI) Furniture Factory at Stafford Creek Corrections Center (SCCC). The parties met on three (3) occasions, and while the MOU was specific to the Furniture Factory, discussion expanded to all of CI.

Management recognizes that allowing employees more flexibility is important in improving work/life balance. To assist in accomplishing this and to ensure consistency in the scheduling of overtime in the SCCC CI Department, the parties agree to the following:

1. CIS2
 - The CIS2 of the Shop where Management has identified the need for overtime, will be offered the voluntary overtime assignment because of qualifications and/or case familiarity in that shop.
 - If the Shop CIS2 does not accept the voluntary overtime assignment, it will be offered to the remaining CIS2's based on seniority date.
 - If there are no volunteers, overtime will be offered to the CISA's based on seniority date.
 - If there are no volunteers, mandatory overtime will be assigned to the CIS2's in inverse seniority.
2. CISA
 - Where Management has identified the need for overtime, the CISA's will be offered the voluntary overtime assignment based on seniority date.
 - If no Shop CISA accepts the voluntary overtime assignment, it will be offered to the remaining CIS2's based on seniority date.
 - If there are no volunteers, mandatory overtime will be assigned to the CISA's in inverse seniority.
3. Notice of Extended Hours Scheduling
 - A monthly calendar will be available for all CI employees to sign up for their availability to work extended hours.

- No change may be made to the calendar after 12:00 p.m. on the Thursday prior to the week being scheduled.
- Employees will be scheduled and notified of their authorized work hours by 12:00 p.m. on the Friday prior to the week being scheduled.

For the purpose of this MOU, Extended Hours is defined as all hours outside the employee's regular work schedule and may not constitute overtime. The scheduling of extended hours may be changed or cancelled depending on business needs.

4. SCCC CI employees shall retain all rights afforded to them as non-scheduled work period designated employees.
5. The parties agree to meet and discuss the process outlined in this MOU through local LMCC's should questions about this MOU arise.

The provisions of this MOU became effective on the date of signature and expire on June 30, 2023.

Dated: July 31, 2020

/s/
Tanya Aho, Labor Negotiator
OFM/SHR/Labor Relations

/s/
Michelle Woodrow, President
Teamsters Local 117

**B. MEMORANDA OF UNDERSTANDING (MOU)
BONA FIDE OCCUPATIONAL QUALIFICATIONS
(BFOQ) POSITIONS
WCCW AND MCCCW**

The Parties enter into this Memorandum of Understanding (MOU) in an attempt to remedy the recurring issues with BFOQ staffing, including but not limited to, bid post reassignment, extra posts, BFOQ positions, and overtime which disproportionately impacts female employees working in Washington Corrections Center for Women (WCCW) and Mission Creek Corrections Center for Women (MCCCW).

In order to address the unique circumstances of the BFOQ staffing at WCCW and MCCCW, specifically as it relates to administering BFOQ the parties agree to the following:

1. Effective January 2, 2019, the parties agree to meet and discuss the staffing model at WCCW and MCCCW, for the purpose of addressing the manner in which BFOQ assignments are made at WCCW and MCCCW.
2. The parties agree to meet on four (4) occasions between the months of January 2019 and March 2019.
3. The parties agree at a minimum the following representatives will attend the negotiations:

Rob Herzog, Assistant Secretary of Prisons
Jo Wofford, Superintendent (WCCW)
Tanya Aho, Labor Negotiator
Michelle Woodrow, Teamsters Local 117 President
4. Mutual agreement must be reached to re-open any article or provision of the parties 2019-2021 Collective Bargaining Agreement for the purposes of negotiating under this MOU. This MOU does not constitute such an agreement. One party may not compel the other party to open up any article during these negotiations.

Dated: July 31, 2020

For the Employer

_____/s/_____
Tanya Aho, Labor Negotiator
OFM/SHR/Labor Relations

For the Union

_____/s/_____
Michelle Woodrow, President
Teamsters Local 117

C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON,
THE DEPARTMENT OF CORRECTIONS
AND
TEAMSTERS LOCAL 117

Cook, Adult Corrections (AC) Salary Adjustments

In order to address significant retention issues experienced by the Department of Corrections (DOC), the parties mutually agree to salary adjustments for the following:

1. All Cooks, Adult Corrects (AC), at the time of signing this MOU, that are at Range 39, Steps A through G, will be increased to Range 39, Step H. The periodic increment date will not be changed.

This memorandum of understanding will become effective upon final signature of the parties. There will be a one-time salary adjustment to the employees identified above within thirty (30) days of the effective date. Once the salary adjustment has occurred, the MOU expires.

This MOU is non-precedent setting and does not establish a practice.

Dated April 8, 2022

/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

/s/
John Searcy, Secretary-Treasurer
Teamsters Local 117

D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE DEPARTMENT OF CORRECTIONS AND TEAMSTERS LOCAL 117

Stafford Creek Corrections H2 and H3 Unit Vacancies

On August 26, 2021, Stafford Creek Corrections Center (SCCC) administration notified employees of the warm closure of H2 and H3 Units. Ultimately, the decision was made not to warm close these units. In anticipation of the closures, employees bid into alternative positions.

The parties agree to the following:

1. DOC will identify and contact employees who were in positions assigned to H2 and H3 units and who bid into positions after August 26, 2021 to offer a return to their vacant former positions. Employees will have until TIME on DATE to respond.
2. If an employee transfers to their former vacant position, they will retain their bid rights.
3. After DATE, DOC will post remaining H2 and H3 vacancies for seven (7) days in accordance with the collective bargaining agreement.
4. This agreement is non-precedent setting and does not establish a practice.

This MOU will expire once the positions have been posted for bid.

Dated April 8, 2022

For the Employer:

For the Union:

_____/s/_____
Siobhan Murphy, Labor Negotiator
OFM/SHR

_____/s/_____
Michelle Woodrow, Executive Director
Teamsters 117

E. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE DEPARTMENT OF CORRECTIONS AND TEAMSTERS LOCAL 117

**Mandatory Overtime Assignments for Correctional Officers
and Correctional Sergeants**

The parties agree to the following:

1. Correctional Officers and Correctional Sergeants will not be required to work more than eight (8) hours of mandatory overtime in a work week.
 - a. If under Article 17.2 (I), an employee submits paid leave, for the purposes of this MOU, it will not count towards the eight (8) hours of mandatory overtime worked in a work week, and the employee will not be moved to the top of mandatory overtime list.
2. During the terms of this agreement, DOC will cover operations in the following manner:
 - a. DOC will follow the procedures in 17.2 (D) - Assignment of Voluntary Overtime and 17.2 (E) - All Call of the CBA, and prior to 17.2 (F) Assignment of Mandatory Overtime to Correctional Officers, Sergeants may volunteer for Officer overtime. Overtime assignments for Sergeants will be made in the same manner as Officers and as provided by Article 17 of the parties' CBA. The DOC may not assign Sergeants mandatory overtime in the Correctional Officer classification.
 - b. Prior to 17.2 (F) Assignment of Mandatory Overtime for Correctional Officers and Correctional Sergeants, DOC may assign qualified volunteer DOC employees in the following manner:
 - a. Other qualified Teamsters bargaining unit members
 - b. Other DOC employees not represented by Teamsters

Prescheduling of overtime outside of the Teamsters bargaining unit classification is prohibited.

- c. DOC will follow the procedures in 17.2(F) – Assignments of Mandatory Overtime for Correctional Officers and Sergeants who have not yet worked 8 hours of mandatory overtime in the work week.

3. If during the term of this Agreement the DOC determines they have exhausted all procedures under 2 above and is still unable to maintain adequate staffing levels the DOC will do the following:
 - a. Assess operations.
 - b. Utilize the terms of the parties' collective bargaining agreement to assign additional overtime above the requirement of 1 above.
 - c. Facility management will notify the facility Teamsters Business Representative of date, shift, and the need to void 1 above.
4. The terms of this Agreement will become effective fourteen (14) days after both parties sign the Agreement.
5. This agreement is non-precedent setting and does not establish a practice.
6. Except as specifically modified by this agreement, Article 17 and all established overtime scheduling practices remain in full force and effect.
7. This agreement will remain in effect for sixty (60) calendar days after both parties sign the agreement and requires mutual agreement to extend this agreement.

Dated: May 18, 2022

For the Employer:

For the Union:

Siobhan Murphy, Labor Negotiator
OFM/SHR

Sarena Davis, Director of Corrections and
Law Enforcement – Teamsters L117

**F. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
TEAMSTERS LOCAL 117**

Implementing Classification-based Salary Adjustments

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Teamsters Local 117 (Teamsters) is entered into for the purposes of implementing specific classification-based salary adjustments.

On March 31, 2022, the Governor signed into law ESSB 5693, the 2022 Supplemental Omnibus Operating Budget. Specifically, Section 736 of the budget, provided an appropriation for classification-based salary adjustments for fiscal year 2023.

For the purposes of allocating the appropriations, Section 736 contains a requirement that the Office of Financial Management implement specific classification-based salary adjustments for state employees based upon the following criteria:

- The 2020 and 2022 state salary survey.
- Documented Agency experience due to the 19 SARS-CoV2 (COVID-19) pandemic and/or where recruitment or retention of employees to retain a competitive workforce is the most severe.
- Issues of compression and inversion.

In recognition of the above, the parties agree to the following:

The attached spreadsheet identifies the agreed upon classification adjustments as base salary range increases applicable to each of the job classes listed. Adjustments will not be made to job classifications that are exclusive to higher education institutions. The associated increases shall be step for step and become effective July 1, 2022.

The provisions contained in this MOU become effective on July 1, 2022. This MOU shall expire sixty (60) days after the permanent classification based salary adjustments contained in the attached list have been implemented for Teamsters.

Dated: May 26, 2022

For the Employer:

For the Union:

/s/

Siobhan Murphy, Labor Negotiator
OFM/SHR

/s/

John Scearcy, Secretary-Treasurer
Teamsters L117

TEAMSTERS 117 – GG
JOB CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
ESSB 5693 (SUPPLEMENTAL OPERATING BUDGET) SECTION 736

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
125C	Data Consultant 3	52	54
285F	Registered Nurse 2 - Teamsters	64N	66N
285G	Registered Nurse 3 - Teamsters	68N	70N
286B	Licensed Practical Nurse 2 - Teamsters	48	50
286D	Licensed Practical Nurse 4 - Teamsters	51	53
287E	Nursing Assistant	36	40
287G	Medical Assistant	37	41
362B	Psychology Associate - Teamsters	57	64
362C	Psychologist 3 - Teamsters	63	69
362D	Psychologist 4	73	79
510G	Laboratory Technician 1	42	44
510H	Laboratory Technician 2	45	47
600L	Equipment Technician Lead	51G	53G
600M	Equipment Technician Supervisor	55G	57G
608J	Electrician Supervisor	53G	57G
621H	Plumber/Pipefitter/Steamfitter Supervisor	53G	57G
677E	Food Service Manager 1	41	43

**G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE DEPARTMENT OF CORRECTIONS AND TEAMSTERS LOCAL 117**

Fiscal Analyst Employees Salary Adjustments

In order to address salary inequities between existing employees and newly hired employees, the parties mutually agree to the following salary adjustments:

POSITION #	CURRENT SALARY	PROPOSED SALARY
BL02	58E	58I
NW23	54C	54G

This memorandum of understanding will become effective upon final signature of the parties and will expire once the salary adjustment has been made.

This MOU is non-precedent setting and does not establish a practice.

Dated September 14, 2022

For the Employer:

For the Union:

/s/

Siobhan Murphy, OFM/SHR
Labor Negotiator

/s/

Sarena Davis, Teamsters 117
Director of Corrections
and Law Enforcement

H. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
TEAMSTERS LOCAL 117 (DOC)

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and Teamsters Local 117 (DOC) (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DOC) with the Union which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, employee status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

(3) Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- b. Information about public employees as defined in RCW 42.56.250.
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

In recognition of the above, the parties agree to the following:

The Employer and Union strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.

For the Employer:

For the Union:

/s/ 8/1/2022
Siobhan Murphy, OFM/SHR Date
Labor Negotiator

/s/ 8/22/2022
Sarena Davis, Teamsters 117 Date
Director of Corrections
and Law Enforcement

I. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the \$250 benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 2025.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in 2023-2025 budget.

Dated: September 15, 2022

For the Employer:

For the Healthcare Coalition:

/s/

Ann Green, OFM
Lead Negotiator

/s/

Jane Hopkins, SEIU 1199NW
President

/s/

Karen Estevenin, PROTEC17
Executive Director