

**ARTICLES NOT OPENED BY EITHER PARTY**

1  
2 The following Articles are considered TA'd as current contract language given that neither  
3 Party has opened nor made proposals during current negotiations specific to them:

- 4 Article 1 Non-Discrimination
- 5 Article 3 Management Rights
- 6 Article 4 Employee Rights
- 7 Article 6 Union Activities
- 8 Article 7 Representational Activities
- 9 Article 12 Performance and Career Development
- 10 Article 18 Extended Duty Assignments
- 11 Article 20 Holidays
- 12 Article 23 Sick Leave
- 13 Article 24 Family and Medical Leave...
- 14 Article 25 Shared Leave
- 15 Article 26 Leave Without Pay
- 16 Article 28 Fitness for Duty and Disability Separation
- 17 Article 30 Performance Evaluations
- 18 Article 31 Classification
- 19 Article 38 Strikes and Lockouts
- 20 Article 39 Volunteers
- 21 Article 40 Travel Meals and Expenses
- 22 Article 41 Parking
- 23 Article 42 Printing of Agreement
- 24 Article 46 Security Committee





1 **ARTICLE 2**

2 **UNION RECOGNITION, UNION ORIENTATION AND DUES DEDUCTION**

3 **2.1 Recognition**

4 This Agreement covers the employees in the bargaining units described in  
5 [Appendix A](#), entitled, “Bargaining Units Represented by Teamsters Local Union  
6 No. 117,” but it does not cover any statutorily excluded positions or any positions  
7 excluded in [Appendix A](#). Job classifications and/or positions that have been  
8 historically included in the bargaining unit, that are created as a result of the  
9 expansion of an existing facility which is included within the bargaining unit, will  
10 be included in the bargaining unit.

11 **2.2 Union Dues & Initiation Fees**

12 When an employee provides written authorization to the Employer, the Union has  
13 the right to have deducted from the employee’s salary, an amount equal to the  
14 initiation fee deducted in twenty-five dollar (\$25.00) increments per pay period,  
15 and dues for members and voluntary non-member financial supporters of the  
16 Union. Union payroll deduction authorization cards submitted to the Employer and  
17 received by the payroll office by the tenth day of the month will have deductions  
18 beginning on the twenty-fifth pay date. Payroll deduction authorization cards  
19 submitted to the Employer and received by the payroll office by the twenty fifth  
20 day of the month will have deductions beginning on the tenth pay date of the next  
21 month. The Employer will honor the terms and conditions of each employee’s  
22 signed payroll deduction authorization card.

23 **2.3 Notification**

24 The Employer will inform new, transferred, promoted, or demoted employees prior  
25 to appointment into positions included in the bargaining unit(s) of the Union’s  
26 exclusive representation status. The Employer will furnish the employees appointed  
27 into bargaining unit positions membership materials supplied by the Union. The

1 Employer will inform employees in writing if they are subsequently appointed to a  
2 position that is not in a bargaining unit.

3 **2.4 Dues Cancellation**

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

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

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

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

24 **2.5 Indemnification**

25 The Union and employees agree to indemnify and hold the Employer harmless from  
26 all claims, demands, suits or other forms of liability that arise against the Employer

1 for or on account of compliance with this Article and any and all issues related to  
2 the deduction of dues and fees. In all such cases, the Employer’s reasonable  
3 attorney’s fees will be paid by the Union.

4 **2.6 Non-Discrimination**

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

7 **2.7 New Employee Orientation Academy (NEO) and Correctional Worker Core  
8 Academy (CORE)**

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

1    **2.8    Site-Specific Orientation**

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

14    **2.9    Employee Status Report**

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

- 18                1.     Personnel number
- 19                2.     Employee name
- 20                3.     Mailing address
- 21                4.     Personnel area code
- 22                5.     Personnel area title
- 23                6.     Work phone number (if maintained by the agency)
- 24                7.     Job class code
- 25                8.     Job class title

- 1            9.     Appointment date
- 2            10.    Salary range
- 3            11.    Salary step
- 4            12.    Part-time percent
- 5            13.    Seniority date (unbroken state service date)
- 6            14.    Separation date
- 7            15.    Gross salary
- 8            16.    Deduction code
- 9            17.    Deduction amount

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

- 14           1.     Personnel number
- 15           2.     Employee name
- 16           3.     Mailing address
- 17           4.     Personnel area code
- 18           5.     Personnel area title
- 19           6.     Work phone number (if maintained by the agency)
- 20           7.     Job class code
- 21           8.     Job class title



- 1                    9.     Appointment date
- 2                    10.    Salary range
- 3                    11.    Salary step
- 4                    12.    Part-time percent
- 5                    13.    Seniority date (unbroken state service date)
- 6                    14.    Separation date
- 7                    15.    Gross salary
- 8                    16.    Deduction code
- 9                    17.    Deduction amount

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

12    **2.10    Voluntary Deductions**

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

- 21                    1.     Employee name
- 22                    2.     Personnel number
- 23                    3.     Amount deducted



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**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~~ and a pro-equity anti-racist environment. 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 DOC 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 Office of Financial Management State Human Resources Labor Relations Section (OFM/SHR/LRS) using the email [labor.relations@ofm.wa.gov](mailto: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. The demand to bargain submission will include an initial list of those items the Union is requesting to negotiate and, if applicable, a relevant information request. Both parties agree to make a good faith effort to schedule a bargaining session within twenty-one (21) days from OFM/SHR/LRS’ receipt of the demand to bargain.
  
- B. Agency Policies

1 The Employer agrees, prior to making any change in written agency policy  
2 that is a mandatory subject of bargaining not otherwise covered by the  
3 Agreement, to notify the Union and satisfy its collective bargaining  
4 obligation.

5 C. Release Time and Travel

6 The Employer will approve paid release time for up to three (3) employee  
7 representatives who are scheduled to work during the time negotiations are  
8 being conducted for the initial meeting only. When the bargaining matter  
9 affects more than one (1) institution, the Employer may approve paid  
10 release time for one (1) employee representative from each affected facility.  
11 The Union will provide the DOC Headquarters Labor Relations Office with  
12 the names of employee representatives who will participate at least fourteen  
13 (14) calendar days in advance of the date of bargaining in order to facilitate  
14 their release. No overtime, compensatory time or exchange time will be  
15 incurred by participating employees as a result of negotiations. The Union  
16 is responsible for paying any travel or per diem expenses of the employee  
17 representatives.

18 **5.3 Labor Management Communication Committees**

19 A. Labor/Management Communication Committee(s) (LMCC) will be  
20 established at the statewide level and at each local institution. The purpose  
21 of the committee is to provide continuing communication between the  
22 parties and to promote constructive labor-management relations. The  
23 Committee(s) will meet, discuss and exchange information of a group  
24 nature and general interest to both parties.

25 B. The Employer and Union will be responsible for the selection of their own  
26 representatives. All committee meetings will be scheduled on mutually  
27 acceptable dates and times. The Union will provide the Employer with the  
28 names of their committee members at least ten (10) calendar days in

1 advance of the date of the meeting in order to facilitate the release of  
2 employees. Each party will provide the other with any topics for discussion  
3 seven (7) calendar days prior to the meeting.

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

#### 10 **5.4 Committee Composition and Participation**

11 A. A statewide LMCC will be comprised of up to one (1) agency representative  
12 and one (1) employee representative from each facility. Additional staff of  
13 the Union and OFM/SHR/LRS may also attend. If agreed to by the parties,  
14 additional representatives may be added. Committee meetings will be  
15 conducted annually unless agreed otherwise.

16 B. Local LMCC's will consist of up to six (6) agency representatives and up  
17 to six (6) DOC employed Union Representatives per institution. Additional  
18 staff of the Union and the Employer may also attend. If agreed to by both  
19 parties, additional representatives may be added. Local LMCC's will be  
20 conducted quarterly unless agreed otherwise.

#### 21 **5.5 Scope of Authority**

22 Committee meetings will be used for discussion only, and the committee will have  
23 no authority to conduct any negotiations, bargain collectively or modify any  
24 provision of this Agreement. Nothing in this Article, except [Section 5.1](#) or any  
25 committees' activities will be subject to the grievance procedure in [Article 9](#).  
26 Grievances related to [Section 5.1](#) may be processed through Step 1 of the Grievance  
27 Resolution Panel in the grievance process. If not resolved, the Union may elevate



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## **ARTICLE 8 DISCIPLINE**

4 The wide-ranging powers and duties given to the Department of Corrections (DOC) and  
5 its employees involve them in various contacts and professional relationships with  
6 incarcerated individuals and the public. Questions concerning the actions and/or omissions  
7 of DOC employees may require investigation by DOC. In addition to ensuring that the  
8 rights of employees are protected, the parties recognize that the investigation process must  
9 protect the interests of the public, the incarcerated individuals, and the Department. In an  
10 effort to ensure investigations are conducted in a manner that is conducive to good order  
11 and discipline, the terms outlined in this Article apply.

### **12 8.1 Just Cause**

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

### **14 8.2 Forms of Discipline**

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

### **17 8.3 Work Assignment**

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

### **24 8.4 Home Assignment**

25 Any employee assigned to home as a result of a disciplinary investigation, and who  
26 would otherwise be available to work, will be placed and maintained on paid leave

1 for the duration of the home assignment. Home assignment shall only be used when  
2 management determines the alleged misconduct is so serious in nature as to warrant  
3 the removal of the employee from work. The appointing authority shall state in  
4 writing ~~the nature of~~ the alleged misconduct supporting the home assignment.

## 5 **8.5 Investigation Process**

6 A. The Employer has the authority to determine the method of conducting  
7 investigations, subject to the just cause standard.

8 B. At the time the appointing authority ~~assigns an investigator,~~ notifies the an  
9 employee, ~~who is the subject of~~ that they are ~~-an-under~~ investigation, the  
10 employee will be informed of ~~the nature of~~ the alleged misconduct unless it  
11 would compromise the integrity of the investigation.

12 C. When the Department (or a consultant hired by the Department) interviews  
13 an employee and documents the conversation, the employee will review  
14 their statement and submit corrections (if any) to the investigator. The  
15 employee will sign the statement to acknowledge its accuracy when no  
16 corrections are necessary or when the investigator revises the statement and  
17 accepts the employee's corrections. Investigations will be completed in a  
18 timely manner.

19 D. Except in cases involving alleged criminal activity, the employee may  
20 contact Human Resources and will receive a progress report and the  
21 expected date that the investigation will be completed every thirty (30) days  
22 from the date the employee was notified of the investigation. The progress  
23 report will provide information specific to the investigation such as next  
24 steps and approximate timeframe for completion. However, when the  
25 employee is temporarily reassigned from their bid post pending the outcome  
26 of the investigation, the appointing authority will provide the employee with  
27 a progress report every thirty (30) days from the date of reassignment.



1 E. A traditional element of just cause requires discipline to be imposed in a  
2 timely manner balancing the need for thorough investigations. Except for  
3 conditions outlined below, investigations will be completed no later than  
4 six (6) calendar months from the date an employee is notified they are the  
5 subject of an investigation. However, the Employer may extend the  
6 investigation to a maximum of twelve (12) calendar months provided the  
7 Employer gives written notice to the Union and the employee explaining  
8 the reason for the extension. The time limits provided in this Section shall  
9 not apply when one (1) of the following occurs:

- 10 1. The employee is unavailable or incapacitated;
- 11 2. The Union or employee waives the timelines in writing;
- 12 3. The investigation is conducted by an outside law enforcement  
13 agency;
- 14 4. The investigation involves a criminal matter; or
- 15 5. The investigation requires coordination with another outside agency  
16 or entity.

17 F. The appointing authority determines when an investigation is complete. At  
18 the conclusion of the investigation, an employee who is the subject of an  
19 investigation will be informed of the findings in writing and receive, at the  
20 employee's request, one (1) free copy of the investigation through public  
21 disclosure unless a copy is provided in accordance with [Section 8.7](#). The  
22 copy will be redacted as required by applicable law. At the pre-disciplinary  
23 meeting, the appointing authority will inform the employee and the Union  
24 the anticipated timeframe in which disciplinary action will be issued. If that  
25 timeframe will be longer due to extenuating circumstances, the appointing  
26 authority will notify the employee and the Union.

1    **8.6    Investigatory Interview**

2           A.    The employee shall be afforded an opportunity and facilities to contact and  
3                consult privately with a Union Representative. Employees seeking  
4                representation are responsible for contacting their representative. If the  
5                representative is not reasonably available, the employee will select another  
6                representative who is available.

7           B.    At the beginning of the initial interview, the Employer will inform the  
8                employee ~~of the nature~~ of the allegation(s). Upon request, an employee has  
9                the right to a Union Representative at an investigatory interview called by  
10              the Employer, if the employee reasonably believes discipline could result.  
11              For follow up interviews, the employee will be afforded the opportunity to  
12              utilize the same Union Representative as in previous interviews if  
13              reasonably available. The role of the Union Representative in an interview  
14              is to provide assistance and counsel to the employee. The exercise of rights  
15              in this Article must not interfere with the Employer's right to conduct the  
16              investigation. The employee shall be entitled to reasonable intermissions.

17          C.    Employees have a duty to cooperate with a department investigation and to  
18                answer all relevant and material questions which relate to their official  
19                duties or fitness for duty; provided, employees retain the rights afforded to  
20                them by the Constitution of the United States and the State of Washington,  
21                as well as all of the protections of the statutes of Washington State and this  
22                Collective Bargaining Agreement. Employees will answer all questions  
23                fully and honestly.

24          D.    Pursuant to an order by the Employer to answer and after providing the  
25                employee with their Garrity rights, employees that refuse to answer any  
26                questions relating to the performance of their official duties or fitness for  
27                duty may be subject to discipline, up to and including termination of  
28                employment.

1    **8.7    Investigatory Interview Scope**

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

6    **8.8    Investigatory Interview Recording**

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

9    **8.9    Pre-Disciplinary Meeting**

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

20   **8.10   Grievance Processing**

21          Disciplinary action is subject to the grievance procedure set forth in [Section 9.2](#).  
22          Grievances relating to oral and written reprimands may be processed only through

23

1            Step 2, the Assistant Secretary/Designee Step ~~the Grievance Resolution Panel~~ of  
2            the grievance procedure set forth in Section 9.3 and are not subject to arbitration.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/            7/26/2024

/s/            7/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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## ARTICLE 9

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### GRIEVANCE PROCEDURE

#### 9.1 Terms and Requirements

##### A. Grievance Definition

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

##### 10 B. Filing a Grievance

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

##### 15 C. Computation of Time

16 The time limits in this Article must be strictly adhered to unless mutually  
17 modified in writing. Days are calendar days, and will be counted by  
18 excluding the first day and including the last day of timelines. When the last  
19 day falls on a Saturday, Sunday or holiday, the last day will be the next day  
20 which is not a Saturday, Sunday or holiday. Transmittal of grievances,  
21 appeals and responses will be in writing. Service on the parties is complete  
22 when delivered in person; or upon receipt by electronic mail or by the  
23 postmarked date if sent by certified mail. All formal responses to Union  
24 grievance filings shall be sent to the Union Representative and Shop  
25 Steward listed on the grievance filing.

1 D. Failure to Meet Timelines

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

6 E. Contents

7 1. Type 1~~Non-Panel~~ **Grievances:** Grievances filed statewide,  
8 appealing an employee's disability separation, presumption of  
9 resignation, or disciplinary action other than oral and written  
10 reprimands, and grievances challenging an employee's permanent  
11 removal from their bid position. Reassignments in accordance with  
12 [Article 19](#), Bid System, are not considered discipline. A Type 1 ~~non-~~  
13 ~~panel~~ grievance must include the following:

14 a. A statement of the pertinent facts surrounding the grievance;

15 b. The date upon which the incident occurred or employee  
16 received notification of the action taken;

17 c. A copy of the written notice of the action being grieved, if  
18 applicable;

19 d. The requested remedy;

20 e. The name of the Union Representative or Shop Steward  
21 representing the grievant; and

22 f. Signature of the Union Representative or Shop Steward. A  
23 list naming all known affected employees must be attached  
24 prior to or at the Step 1 hearing. If the Union files a demand

1 to arbitrate the grievance, the filing will list all affected  
2 employees.

3 2. Type 2 Grievances ~~Panel~~ **Grievances**: For all grievances except  
4 those described in Subsection 9.1 (E)(1) above, the written  
5 grievance must include the following information:

6 a. A statement of the pertinent facts surrounding the grievance;

7 b. The date upon which the incident occurred;

8 c. The steps taken to informally resolve the grievance, the  
9 individuals involved in the attempted resolution, and the  
10 results of such discussion;

11 d. The requested remedy;

12 e. Name of the Union Representative or Shop Steward  
13 representing the grievant;

14 f. A specific description of how each cited alleged violation  
15 has occurred; and

16 g. Signature of the Union Representative or Shop Steward. A  
17 list naming all known affected employees must be attached  
18 prior to or at the Step 1 hearing. If the Union files a demand  
19 to arbitrate the grievance the filing will list all affected  
20 employees.

21 F. Requests for Clarification

22 The Employer will not be required to process a grievance until the  
23 information required by Subsection 9.1 (E) is provided. Grievances which  
24 do not meet the above conditions, or are otherwise unclear, may be

1 identified by the Employer and referred back to the Union for clarification.

2 The Union will provide written clarification to the Employer.

3 G. Modifications

4 Alleged violations and/or the requested remedy may be modified only by  
5 written mutual agreement of the parties.

6 H. Resolution

7 If the Employer provides the requested remedy or a mutually agreed-upon  
8 alternative, the grievance will be considered resolved and may not be moved  
9 to the next step.

10 I. Withdrawal

11 A grievance may be withdrawn at any time.

12 J. Resubmission

13 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

14 K. Group Grievances

15 No more than three (3) grievants will be permitted to attend a single  
16 grievance meeting.

17 L. Consolidation

18 Either party may consolidate grievances arising out of the same set of facts.

19 M. Bypass

20 Any of the steps in this grievance procedure may be bypassed with mutual  
21 written consent of the parties involved at the time the bypass is sought.

22 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 **Type 1 Non-Panel Grievance Processing**

~~Non-panel~~ Type 1 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: Grievance Filing and Initial Review.** The Union may present a written grievance to the DOC Headquarters Labor Relations Office via electronic mail at [DOClaborrelationsadmin@doc1.wa.gov](mailto:DOClaborrelationsadmin@doc1.wa.gov) within the twenty-one (21) day period described above. The secretary or designee will meet or confer by telephone or electronic conferencing with the a Union Representative and, if applicable, 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.

1 **Step 2:- PERC Mediation ~~Pre-Arbitration Review Meeting (PARM)~~.** If  
2 the grievance is not resolved at Step 1, within fourteen (14) days of receipt  
3 of the Step 1 response, the Union may choose to file a request for mediation  
4 with the Public Employment Relations Commission (PERC) in accordance  
5 with WAC 391-55-020, with a copy to the OFM State Human Resources  
6 Labor Relations Section (LRS) at labor.relations@ofm.wa.gov and DOC's  
7 Labor Relations Office at DOClaborrelationsadmin@doc1.wa.gov. In  
8 addition to all other filing requirements, the request must include a copy of  
9 the grievance, all previous responses, and any supporting documents. A  
10 representative from each party with the authority to settle the grievance will  
11 be present. ~~If the parties agree, an alternative method, such as Public~~  
12 ~~Employment Relations Commission (PERC) mediation, to resolve the~~  
13 ~~grievance may be used.~~

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

21 Within thirty (30) days of the the Union's request to move to Step 2, the  
22 parties will schedule the PERC Mediation. If the grievance remains  
23 unresolved after the date the mediation is held or if the employer failed to  
24 appear, the Union may, but is not required to, proceed to Step 3.

25 **Step 3: Arbitration.** If the parties reach impasse ~~grievance is not resolved~~  
26 at Step 2, the Union may file a demand for arbitration (with a copy of the  
27 grievance and response attached). For grievances challenging a disciplinary  
28 action taken against a correctional officer, the demand to arbitrate must be  
29 filed with the PERC in accordance with the arbitration process established

1 by [RCW 41.58.070](#). For all other grievances, the demand to arbitrate the  
2 dispute must be filed with the Federal Mediation and Conciliation Service  
3 (FMCS). The Union shall send a copy of the demand to arbitrate to the OFM  
4 State Human Resources Labor Relations and Compensation Policy Section  
5 (OFM/SHR/LRS) at the email address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the  
6 DOC Headquarters Labor Relations Office  
7 ([doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov)) within fourteen (14) days of  
8 impasse at [Mediation](#) **PARM**.

9 **9.3 [Type 2](#) ~~Panel~~ Grievance Processing**

10 All ~~panel~~ [Type 2](#) grievances will be processed as follows:

11 A. Informal Resolution

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

20 B. Processing

21 **Step 1: Grievance Filing and Initial Review.** If an issue is not resolved  
22 informally, the Union may present the grievance, in writing, to the DOC  
23 Headquarters Labor Relations Office via electronic mail at  
24 [doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov) within the twenty one (21) day  
25 period described above. The timeframes for hearing the grievance at Step 1  
26 will begin on the first day the local Human Resources Office is open. The  
27 appointing authority or designee will meet with a Union Representative

1 and/or Shop Steward and the grievant within twenty-one (21) days of receipt  
2 of the grievance, and will respond in writing to the Union within fourteen  
3 (14) days after the meeting.

4 **Step 2: Assistant Secretary/Designee Review ~~Grievance Resolution~~**  
5 **~~Panel.~~**

6 Within fourteen (14) days of receiving the Step 1 decision, the Union may  
7 move the grievance to Step 2. ~~the Grievance Resolution Panel referenced in~~  
8 ~~Article 10 ('GRP' or 'the Panel').~~ The request will be sent to DOC  
9 Headquarters Labor Relations Office  
10 ([DOClaborrelationsadmin@doc1.wa.gov](mailto:DOClaborrelationsadmin@doc1.wa.gov)) and must include:

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

14 ~~Any majority decision rendered by the Grievance Resolution Panel is final~~  
15 ~~and binding on all parties to the case. If the panel is unable to reach a joint~~  
16 ~~decision on the grievance,~~ The grievance will be scheduled within twenty-  
17 one (21) days of receipt. The Assistant Secretary/Designee will issue a  
18 decision within thirty (30) days of the Step 2 Meeting, unless mutually  
19 agreed otherwise. Except grievances ~~those~~ related to oral and written  
20 reprimands, the Union may file a demand to arbitrate the dispute.

21 **Step 3: Pre-Arbitration Review Meeting (PARM).** If the grievance is not  
22 resolved at Step 2, the Union may file a demand for arbitration (with a copy  
23 of the grievance, Step 1 ~~response~~ and Step 2 responses ~~GRP decision~~  
24 attached). It will be filed with the OFM State Human Resources Labor  
25 Relations and Compensation Policy Section (OFM/SHR/LRS) at the email  
26 address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the DOC Headquarters Labor

1 Relations Office ([doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov)) within fourteen  
2 (14) days of ~~the issuance of the Step 2 decision~~ ~~the Grievance Resolution~~  
3 ~~Panel hearing~~. Within fourteen (14) days of the receipt of all of the required  
4 information, the OFM/SHR/LRS will either:

- 5 1. Schedule a telephonic/virtual PARM, or if mutually agreed upon by  
6 the parties hold a PARM in person with the LRS, an agency  
7 representative, and the Union's Union Representative to review and  
8 attempt to settle the dispute; or
- 9 2. Notify the Union in writing that no PARM will be scheduled.

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

17 By mutual consent, the parties may use alternative methods to resolve the  
18 grievance. Any expenses and fees of alternative methods will be shared  
19 equally by the parties. If the parties elect to use PERC mediation, within  
20 thirty (30) days of the Union's request to move to Step 3, the parties will  
21 schedule the PERC mediation. If the grievance remains unresolved after  
22 the date that the mediation was held or if the employer failed to appear, the  
23 Union may, but is not required to proceed to Step 4.

24 **Step 4: Arbitration.** If the grievance is not resolved at Step 3 ~~or the~~  
25 ~~OFM/SHR/LRS Section Chief or designee notifies the Union in writing that~~  
26 ~~no PARM will be scheduled~~, the Union may file a demand for arbitration.  
27 For grievances challenging a disciplinary action against a correctional

1 officer, the demand to arbitrate must be filed with the PERC in accordance  
2 with the arbitration process established by [RCW 41.58.070](#). For all other  
3 grievances, the demand to arbitrate the dispute must be filed with the FMCS  
4 within fourteen (14) days of ~~impasse at Step 3. the PARM or receipt of the~~  
5 ~~notice that no PARM will be scheduled.~~ The Union shall also send a copy  
6 of the demand to arbitrate to the OFM State Human Resources Labor  
7 Relations and Compensation Policy Section (OFM/SHR/LRS) at the email  
8 address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the DOC Headquarters Labor  
9 Relations Office ([doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov)).

#### 10 **9.4 Arbitrator Selection**

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

14 For correctional officers, arbitrators will be assigned in accordance with [RCW](#)  
15 [41.58.070](#).

#### 16 **9.5 Authority of the Arbitrator**

17 The arbitrator will have the authority to interpret the provisions of this Agreement  
18 to the extent necessary to render a decision on the case being heard. The arbitrator  
19 will have no authority to add to, subtract from, or modify any of the provisions of  
20 this Agreement, nor will the arbitrator make any decision that would result in a  
21 violation of this Agreement. The arbitrator will be limited in their decision to the  
22 grievance issue(s) set forth in the original grievance unless the parties agree to  
23 modify it. The arbitrator will not have the authority to make any award that provides  
24 an employee with compensation greater than would have resulted had there been  
25 no violation of the Agreement. The arbitrator will hear arguments on and decide  
26 issues of arbitrability before the first day of arbitration at a time convenient for the  
27 parties, immediately prior to hearing the case on its merits or as part of the entire

1 hearing and decision-making process. If the issue of arbitrability is argued prior to  
2 the first day of arbitration it may be argued in writing or by telephone, at the  
3 discretion of the arbitrator. Although the decision may be made orally, it will be  
4 put in writing and provided to the parties. The decision of the arbitrator will be final  
5 and binding upon the Union, the Employer and the grievant.

## 6 **9.6 Arbitration Costs**

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

## 20 **9.7 Scheduling and Leave Time**

### 21 A. Step 1 Grievance Meetings

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





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## ARTICLE 10 GRIEVANCE RESOLUTION PANEL

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### ~~10.1—Authority of the Panel~~

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~~The Employer and the Union will continue to maintain a permanent committee for the resolution of grievances, referred to as the Grievance Resolution Panel ('GRP' or '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.~~

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### ~~10.2—Panel Membership~~

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~~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 Union 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.~~

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### ~~10.3—Panel Chairpersons~~

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~~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.~~

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### ~~10.4—Agenda and Decisions~~

1 ~~The Employer co-chairperson will function as the Panel secretary. The Panel secretary or~~  
2 ~~designee will prepare and distribute the agenda at least two (2) weeks prior to the~~  
3 ~~scheduled panel, prepare decisions for each meeting and keep the records of the~~  
4 ~~Panel. The Panel secretary will be assisted by a support employee to be provided~~  
5 ~~by the Employer.~~

6 **10.5—Panel Meetings**

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

12 **10.6—Case Postponement**

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

17 **10.7—Representation at Panel**

18 ~~Union Representatives, Shop Stewards and representatives of the Employer may present~~  
19 ~~cases before the Panel. Attorneys will not present cases before the Panel.~~

20 **10.8—Observers**

21 ~~Non-participants are permitted to observe hearings. Either co-chairperson will have the~~  
22 ~~right to exclude non-participants from the hearing room when necessary to protect~~  
23 ~~the integrity of the grievance procedure or the sensitivity of the issue being~~  
24 ~~grieved.~~

25 **10.9—Procedural Objections**

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

11 ~~A. — Is able to reach a decision on the objection, the Union Representative and~~  
12 ~~the grievant will be notified of the decision. The decision will be~~  
13 ~~considered final and binding on the parties.~~

14 ~~B. — Is unable to reach a decision on the objection, the Panel may choose to~~  
15 ~~hear the grievance on its merits. If the Panel chooses to hear the grievance,~~  
16 ~~this does not preclude either party from raising the objection at further~~  
17 ~~steps of the grievance procedure. The grievance will be heard at the next~~  
18 ~~regularly scheduled Panel hearing.~~

#### 19 ~~10.10 Case Presentation~~

20 ~~Representatives may make opening statements, present evidence supporting specific~~  
21 ~~alleged violations, and present a closing argument. Eight (8) copies of all written~~  
22 ~~material and exhibits to be presented to the Panel must be provided to the Panel~~  
23 ~~and the other party. The Union will present first except when Article 8.1 is an~~  
24 ~~alleged violation, then the Employer will present their case first. Presentations by~~  
25 ~~the parties will not exceed fifteen (15) minutes each and will be limited to those~~  
26 ~~issues raised in the written grievance. Panel members may ask questions of either~~  
27 ~~party.~~

#### 28 ~~10.11 Executive Session and Decision~~

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

10 ~~10.12 Additional Rules~~

11 ~~Any additional procedural rules may be established by mutual agreement of the Panel co-~~  
 12 ~~chairs.~~

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 7/17/2024

/s/ 7/17/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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**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~~-three (23) 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

1 appointed after the training at their institution has been completed will be released  
2 for training on the same basis.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 5/21/2024

/s/ 5/21/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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## ARTICLE 15 HIRING AND APPOINTMENTS

4 **15.1** The Employer will determine when a position will be filled, the type of appointment  
5 to be used when filling the position, and the skills and abilities necessary to perform  
6 the duties of the specific position within a job classification that is being filled.  
7 Only those candidates who have the position-specific skills and abilities required  
8 to perform the duties of the vacant position will be referred for further consideration  
9 by the employing agency.

10 A. An agency's internal layoff list will consist of employees who have elected  
11 to place their name on the layoff list through [Article 35](#), Layoff and Recall,  
12 of this Agreement and are confined to each individual agency.

13 B. The statewide layoff list will consist of employees who have elected to place  
14 their name on the statewide layoff list in accordance with [WAC 357-46-](#)  
15 [080](#).

16 C. A promotional candidate is defined as an employee who has completed the  
17 probationary period within a permanent appointment and has attained  
18 permanent status within the agency.

19 D. A transfer candidate is defined as an employee in permanent status in the  
20 same classification as the vacancy within the agency.

21 E. A voluntary demotion candidate is defined as an employee in permanent  
22 status moving to a class in a lower salary range maximum, within the  
23 agency.

### 24 **15.2 Filling Positions**

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

- 1           A.     The most senior candidate on the agency’s internal layoff list with the  
2                     required skills and abilities who has indicated an appropriate geographic  
3                     availability will be appointed to the position.
- 4           B.     If there are no names on the internal layoff list, the agency will certify up to  
5                     twenty (20) candidates for further consideration. Up to seventy-five percent  
6                     (75%) of those candidates will be statewide layoff, agency promotional,  
7                     internal transfers, and agency voluntary demotion. All candidates certified  
8                     must have the position-specific skills and abilities to perform the duties of  
9                     the position to be filled. If there is a tie for the last position on the  
10                    certification for either promotional or other candidates, the agency may  
11                    consider up to ten (10) additional tied candidates. The agency may  
12                    supplement the certification with additional tied candidates and replace  
13                    other candidates who waive consideration with like candidates from the  
14                    original pool.
- 15          C.     Employees in the General Government Transition Pool Program who have  
16                     the skills and abilities to perform the duties of the vacant position may be  
17                     considered along with all other candidates who have the skills and abilities  
18                     to perform the duties of the position.
- 19          D.     If the certified candidate pool does not contain at least three (3) affirmative  
20                     action candidates, the agency may add up to three (3) affirmative action  
21                     candidates to the names certified for the position.
- 22          E.     When recruiting for multiple positions, the agency may add an additional  
23                     five (5) agency candidates and five (5) other candidates to the certified list  
24                     for each additional position.
- 25          F.     An employee who is not offered a position may request feedback from the  
26                     hiring supervisor/manager. When requested, the hiring supervisor/manager  
27                     will provide feedback within fourteen (14) calendar days.



1 **15.3 Inter-Institutional Movement**

2 A. Transfer/Hardship Transfer/Voluntary Demotion Requests

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

18 B. Criteria for Approval

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

- 23 1. The transfer/hardship transfer/voluntary demotion application was  
24 properly submitted to the gaining institution/regional office prior to  
25 the position becoming available;

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

19                  C.     Certified Candidate Pools

20                             The Employer may bypass this Subsection and permanently fill position(s)  
21                             in accordance with [Section 15.2](#) in any of the following circumstances:

- 22                   1.     There are eligible diversity or General Government Transition Pool  
23                   Program candidates;

- 1                   2.     The position is available due to the establishment of a new  
2                   institution/regional office, institution/regional office expansion, or  
3                   consolidation of institutions/regional offices;
  
- 4                   3.     At stand alone minimum security facilities and regional offices  
5                   where there are ten (10) positions or less within the job classification  
6                   at the gaining institution/regional office; or
  
- 7                   4.     Twenty percent (20%) or more of the permanent appointments  
8                   within the job classification at the gaining institution/regional office  
9                   were filled by way of the inter-institution transfer process in the past  
10                  twelve (12) months.

11           D.     Approval Process

- 12                  1.     If a job offer is made, the employee must begin work on the date  
13                  specified by the gaining institution/regional office unless a different  
14                  date is agreed to by the appointing authority and employee.
  
- 15                  2.     An employee who is not offered a position may, within seven (7)  
16                  calendar days from the date of notification of non-selection, request  
17                  the appointing authority of the gaining institution/regional office  
18                  provide the reason(s) for not receiving the transfer. When requested  
19                  by the employee, the reason(s) will be provided in writing by the  
20                  appointing authority or designee within fourteen (14) calendar days.
  
- 21                  3.     The decision to not offer the position is not subject to the grievance  
22                  procedure in [Article 9](#), Grievance Procedure. If the employee is not  
23                  satisfied with the appointing authority's response, the employee  
24                  may request and will receive a review by the secretary or designee  
25                  and the secretary-treasurer or designee from the Union. If the  
26                  secretary or designee and the secretary-treasurer or designee from  
27                  the Union are unable to agree on the disposition of the request, the

1 Secretary or designee's determination shall prevail. The review  
2 request must be submitted to the DOC Headquarters Labor  
3 Relations Office within seven (7) calendar days from the date of the  
4 appointing authority's response.

#### 5 **15.4 Abolishing or Relocating Positions**

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

#### 9 **15.5 Permanent Status**

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

#### 12 **15.6 Types of Appointment**

##### 13 A. Non-Permanent Appointments

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

##### 25 1. Non-Permanent Appointments within the Agency

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

9 2. Non-Permanent Appointments outside the Agency

10 An employee with permanent status may accept a non-permanent  
11 appointment to another state agency. At least fourteen (14) calendar  
12 days prior to accepting the appointment, the employee must notify  
13 their current appointing authority of the intent to accept a non-  
14 permanent appointment. Upon notification of the employee's intent,  
15 the employee's current appointing authority will notify the  
16 employee, in writing, of any return rights to the institution/regional  
17 office and the duration of those return rights. At a minimum, the  
18 agency must provide the employee access to the agency's internal  
19 layoff list.

20 3. Termination of Non-Permanent Appointments

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

23 B. On-Call Employment

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

1 scheduled to work, or one (1) calendar day's notice if the employee  
2 is not scheduled to work.

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

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

16 C. In-Training Employment

17 The Employer will document the in-training program, including a  
18 description and length of the program. A candidate who is initially hired  
19 into an in-training position must successfully complete the job requirements  
20 of the appointment. The Employer may separate from state service, any  
21 employee who has completed the probationary period for an in-training  
22 appointment but does not successfully complete the subsequent trial service  
23 periods required by the in-training program. Employees who are not  
24 successful may be separated at any time with one (1) working day's notice  
25 from the Employer. An employee with permanent status who accepts an in-  
26 training appointment will serve a trial service period or periods, depending  
27 on the requirements of the in-training program. The Employer may revert  
28 an employee who does not successfully complete the trial service period or  
29 periods at any time with one (1) working day's notice. The employee's

1 reversion right will be to the job classification the employee held permanent  
2 status in prior to their in-training appointment in accordance with this  
3 Article. A trial service period may be required for each level of the in-  
4 training appointment, or the entire in-training appointment may be  
5 designated as the trial service period. The Employer will determine whether  
6 a trial service period will be required for each level of the in-training  
7 appointment, or whether there will be a single trial service period. If there  
8 will be a single trial service period for an in-training appointment involving  
9 more than one (1) level, the Employer will determine the length of the trial  
10 service period. If a trial service period is required for each level of the in-  
11 training appointment, the employee will attain permanent status upon  
12 successful completion of the training program at each level. If the entire in-  
13 training program (meaning all levels within the in-training appointment) is  
14 designated as a trial service period, the employee will attain permanent  
15 status upon successful completion of the training requirements for the entire  
16 in-training program.

17 D. Project Employment

18 The Employer may appoint employees into project positions for which  
19 employment is contingent upon state, federal or local grants, or other special  
20 funding of specific and limited time duration. The Employer will notify the  
21 employees, in writing, of the expected ending date of the project  
22 employment. Employees who have entered into project employment  
23 without previously attaining permanent status will serve a probationary  
24 period. Employees will gain permanent project status upon successful  
25 completion of their probationary period. Employees with permanent project  
26 status will serve a trial service period when they promote to another job  
27 classification within the project or transfer or voluntarily demote within the  
28 project to another job classification in which they have not attained  
29 permanent status. The Employer may consider project employees with  
30 permanent project status for transfer, voluntary demotion, or promotion to

1 non-project positions. Employees will serve a trial service period upon  
2 transfer, voluntary demotion, or promotion to a non-project position in a job  
3 classification that the employee has not previously attained permanent  
4 status in. When the Employer converts a project appointment into a  
5 permanent appointment, the employee will serve a probationary or trial  
6 service period. An employee that holds a bid position that accepts a non-  
7 permanent project appointment will have the right to return to their bid  
8 position at any point for up to twelve (12) months in the project  
9 appointment, or upon completion of the project employment, whichever  
10 occurs first. If the employee does not return to their bid position after twelve  
11 (12) months, the employee's bid position shall be considered vacated in  
12 accordance with [Section 19.5. Employees who elect to return to their bid](#)  
13 [position may not return to the same project position until the Employer has](#)  
14 [ascertained that no other employee has formally expressed interest in the](#)  
15 [project position. To ascertain interest in a project position, the Employer](#)  
16 [will, at a minimum, notify all staff of the available project position and](#)  
17 [provide an opportunity for employees to express interest in the position.](#) The  
18 layoff and recall rights of project employees will be in accordance with the  
19 provisions of [Article 35](#), Layoff and Recall.

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

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

25 **15.7 Review Periods**

26 A. Probationary Period

27 1. Length of Probationary Period



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

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

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

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

16 2. Calculation of Probationary Period

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

23 3. Non-Permanent Appointments

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

1 may count time worked in the non-permanent appointment towards  
2 the probationary period for the permanent position.

3 4. Extension of Probationary Period

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

12 5. Separation

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

22 6. Separation Review

23 The separation of a probationary employee will not be subject to the  
24 grievance procedure in [Article 9](#). However, the employee may  
25 request and will receive a review of the separation by the secretary  
26 or designee. The review request must be submitted to the DOC  
27 Headquarters Labor Relations Office within fourteen (14) calendar

1 days from the effective date of the written separation notice. This  
2 request, however, will not act as a suspension of the designated  
3 separation date.

4 B. Trial Service Period

5 1. Length of Trial Service Period

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

11 2. Calculation of Trial Service Period

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

17 3. Non-Permanent Appointments

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

22 4. Extension of Trial Service Period

23 An employee serving a trial service period will have their trial  
24 service period extended, on a day-for-day basis for any day(s) that  
25 the employee is on leave without pay, or shared leave, except for  
26 leave taken for military service. The Employer may extend the trial

1 service to no more than twelve (12) consecutive months due to  
2 specific documented training requirements, performance issues, or  
3 misconduct. If the Employer extends an employee's trial service  
4 period, the Employer will provide the reason for extension in writing  
5 to the employee.

6 5. Reversion Rights

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

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

18 The reversion option, if any, will be determined by the Employer  
19 using the order listed above. In both Subsections a and b above, the  
20 Employer will determine the position the employee may revert to  
21 and the employee must have the skills and abilities required for the  
22 position. Pursuant to [Article 19](#), Bid System, reverted employees  
23 will be permitted to exercise any bid rights they may have in the  
24 classification to which they are reverted. An employee who has no  
25 reversion options or does not revert to the highest classification in  
26 which they previously attained permanent status may request that  
27 their name be placed on the agency's internal layoff list and into the

1 General Government Transition Pool Program for positions in job  
2 classifications where they had previously attained permanent status.

3 6. Reversion Review

4 The reversion of employees who are unsuccessful during their trial  
5 service period is not subject to the grievance procedure in [Article 9](#).  
6 However, any trial service employee notified of an involuntary  
7 reversion may request and will receive a review of the reversion by  
8 the secretary or designee. The review request must be submitted to  
9 the DOC Headquarters Labor Relations Office within fourteen (14)  
10 calendar days from the effective date of the written reversion notice.  
11 This request, however, will not act as a suspension of the designated  
12 reversion date.

13 **15.8 Withdrawal Rights**

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

21 **15.9 Outside Employment**

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

27 Approval will be granted if the employment does not:

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

                                  /s/                                  7/24/2024

                                  /s/                                  7/24/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

1

2

## TENTATIVE AGREEMENT

3

### ARTICLE 16

4

### HOURS OF WORK

5

#### 16.1 Definitions

6

A. Full-time Employees

7

Employees who are scheduled to work forty (40) hours per workweek.

8

B. Part-time Employees

9

Employees who are scheduled to work less than forty (40) hours per  
workweek.

10

11

C. Workday

12

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

13

D. Work Schedules

14

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.

15

16

17

E. Work Shift

18

The hours an employee is scheduled to work each workday in a workweek.

19

F. Workweek

20

A regularly re-occurring period of one hundred and sixty-eight (168) hours  
consisting of seven (7) consecutive twenty-four (24) hour periods.

21

22

Workweeks will be designated by the appointing authority. If there is a

1 change in their workweek, employees will be given written notification by  
2 the appointing authority.

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

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

14 H. Work does not include:

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



1 **16.2 Determination**

2 The Employer will determine whether a position is a scheduled work period, non-  
3 scheduled work period or overtime-exempt, except as provided in [Article 17.3](#) and  
4 [17.4](#).

5 **16.3 Scheduled Work Period Employees**

6 A. Regular Work Schedules

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

9 1. Five (5) consecutive uniform work shifts of not more than eight (8)  
10 consecutive hours of work (excluding any meal period) in a twenty-  
11 four (24) hour period followed by two (2) consecutive days off;

12 2. Four (4) consecutive uniform work shifts of not more than ten (10)  
13 consecutive hours of work (excluding any meal period) followed by  
14 three (3) consecutive days off; or

15 3. A work shift pattern composed of not more than twelve (12)  
16 consecutive hours of work (excluding any unpaid meal period)  
17 arranged in consecutive uniform work shifts followed by three (3)  
18 or four (4) consecutive days off (alternating every other week). This  
19 Section shall only apply to new units that are not opening in  
20 conjunction with or contemplation of a closure of another unit. The  
21 vacant positions will be filled in accordance with [Article 19](#).

22 B. Alternate Work Schedules

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

1           1.     The Employer and Union agree this Section allows for the  
2                     establishment of alternative work schedules by mutual agreement  
3                     between the appointing authority and the employee(s) requesting the  
4                     alternate work schedule. If a request is approved, the Employer will  
5                     notify the Union at least seven (7) days in advance of the effective  
6                     date of the new schedule.

7           2.     By mutual agreement, the Employer and the Union may also  
8                     establish alternate work schedules. Requests and responses shall be  
9                     in writing. [If denied, the employee will be provided the reason\(s\) in](#)  
10                    [writing.](#)

11        C.     Employer Initiated Schedule Changes

12           1.     The Employer will provide scheduled work period employees with  
13                     seven (7) calendar days' notice of a shift and/or days off change  
14                     unless the change is at the written request of the employee.

15                   a.     If the Employer changes the assigned hours or days of  
16                     scheduled work period employees without giving them at  
17                     least seven (7) calendar days' notice of the change,  
18                     employees will be paid for all time worked outside the  
19                     scheduled hours or days at the overtime rate for the duration  
20                     of the notice period.

21                   b.     When changes in employees' assigned hours or days are  
22                     made without proper notice, employees may work their  
23                     scheduled hours or days unless the Employer deems that:

24                           i.     The employees are unable to perform satisfactorily  
25                             as the result of excessive overtime hours; or

1 ii. The work that normally would have been performed  
2 within the scheduled hours or days cannot be  
3 performed.

4 c. The Employer is not obligated to pay for those scheduled  
5 hours or days not worked, unless the employee is on an  
6 authorized leave of absence with pay.

7 d. Overtime pay and shift or schedule change pay will not be  
8 paid for the same incident.

9 e. Employees who receive shift change notices to attend  
10 training will be provided at least eight (8) hours off-duty  
11 between the end of shift and the start of their next scheduled  
12 shift, unless mutually agreed otherwise.

13 D. Emergency Schedule Changes

14 In the event of an emergency, such as fire duty, riots, etc., contingency  
15 scheduling in accordance with [Article 18](#), Extended Duty Assignments, will  
16 apply.

17 E. Employee-Requested Schedule Changes

18 Scheduled work period employees' workweek and work schedule may be  
19 changed at the employee's request and with the Employer's approval,  
20 provided the Employer's business and customer service needs are met.

21 **16.4 Non-Scheduled Work Period Classifications**

22 Conditions of employment may necessitate adjustment of hours by such employees  
23 within forty (40) working hours within the workweek. Non-scheduled work period  
24 employees are expected to observe normal working hours unless work requirements  
25 call for varying the schedule to complete duties within the forty (40) hour  
26 workweek as agreed to by the supervisor prior to deviation from the normal work

1 hours. With prior approval, non-scheduled work period employees may be allowed  
2 to adjust their work hours.

3 Rest and Meal Periods for Employees Required to Wear Full Personal Protective  
4 Equipment (PPE)

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

#### 10 **16.5 Overtime-Exempt Employees**

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

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

19 B. Overtime-exempt employees are expected to work as many hours as  
20 necessary to accomplish their assignments or fulfill their responsibilities  
21 and must respond to directions from management to complete work  
22 assignments by specific deadlines. Overtime-exempt employees may be  
23 required to work specific hours to provide services, when deemed necessary  
24 by the Employer.

25 C. The salary paid to overtime-exempt employees is full compensation for all  
26 hours worked.

1 D. Employees will notify their supervisors when they adjust their work hours  
2 to accommodate the appropriate balance between extended work time and  
3 offsetting time off. Where such flexibility does not occur or does not  
4 achieve the appropriate balance, and with approval of the appointing  
5 authority or designee, overtime-exempt employees may accrue exchange  
6 time for working in excess of forty-five (45) hours in a workweek. Such  
7 approval will not be arbitrarily withheld. Exchange time may be accrued at  
8 straight-time to a maximum of one hundred twenty (120) hours. Exchange  
9 time has no cash value and cannot be transferred between facilities or other  
10 agencies.

11 E. If they give notification and receive the Employer's concurrence, overtime-  
12 exempt employees may alter their work hours. Such concurrence will not  
13 be arbitrarily withheld. Employees are responsible for keeping management  
14 apprised of their schedules and their whereabouts.

15 F. Prior approval from the Employer for the use of paid or unpaid leave for  
16 absences of two (2) or more hours is required, except for unanticipated sick  
17 leave.

18 G. Upon approval by the secretary or designee for emergency operations,  
19 employees in overtime-exempt positions who have accrued the maximum  
20 exchange time identified in Subsection D above may be eligible for critical  
21 incident pay at the straight-time rate for all hours worked in excess of forty-  
22 five (45) hours in a workweek.

23 **16.6 Scheduled Days Off**

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

1    **16.7    Shift Exchange**

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

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

10          B.     Requests for shift exchanges will be considered on a case-by-case basis.  
11           The requested shift exchange is voluntary, and is agreed to in writing by  
12           both employees, and approved in writing by the supervisor(s). Requests for  
13           shift exchanges will be submitted to the appropriate appointing authority or  
14           designee for approval.

15          C.     Shift exchanges may be denied. If denied, the employee will be provided  
16           the reason(s) in writing.

17          D.     Employees will not submit requests for shift exchanges which would result  
18           in overtime. Each employee will be considered to have worked their regular  
19           schedule.

20          E.     For shift exchanges that occur on an employee's designated holiday, the  
21           employee who is regularly scheduled to work on that holiday will receive  
22           the holiday compensation, regardless of who physically worked on that day.

23          F.     The failure of an employee who has exchanged shifts to work the agreed  
24           upon shift without appropriate cause may be a basis for disciplinary action.

25    **16.8    Hours of Work for Scheduled Work Period Employees**

26          A.     Shift Start

1 The shift will start at the beginning of the employee's scheduled hours of  
2 work at the location designated by management, provided that the location  
3 designated by management will not require the employee to perform work  
4 related activities (including security screenings, attendance, chit or  
5 equipment exchange, or pass-down) prior to the shift start time.

6 B. Scheduled Work Period Employees' Unpaid Meal Periods

7 The Employer and the Union agree to unpaid meal periods that vary from  
8 and supersede the unpaid meal period requirements required by [WAC 296-](#)  
9 [126-092](#). Unpaid meal periods for employees working more than five (5)  
10 consecutive hours, if entitled, will be a minimum of thirty (30) minutes and  
11 will be scheduled between the second and fifth hour of the shift at a time  
12 designated by the Employer. (For employees on a ten and one-half [10½]  
13 hour shift, the lunch period will be scheduled between the third and sixth  
14 hour of the shift at a time designated by the Employer.) Employees may  
15 leave the facility during the unpaid meal period via authorized routes.  
16 Employees who pass through master control will be allowed a brief amount  
17 of duty time to get from their post to master control and to return to their  
18 post from master control. Employees may be assigned duties to perform  
19 during this time. If the Employer requires an employee to maintain radio,  
20 phone, or pager contact during the unpaid meal period, the employee will  
21 be in standby status.

22 C. Interrupted Unpaid Meal Period

23 When an employee's unpaid meal period is interrupted by a directive from  
24 a supervisor to perform any work related activity, or the employee responds  
25 to an emergency consistent with emergency response procedures, the  
26 employee may be entitled to receive another thirty (30) minute meal period,  
27 if that meal period can be initiated no later than the fifth hour of the shift.  
28 (Sixth hour in the case of employees on the ten and one-half [10½] hour  
29 shift.) In the event an employee is unable to complete the unpaid meal

1 period, due to operational necessity, the employee will be entitled to  
2 compensation for the entire thirty (30) minute meal period. Meal periods  
3 may not be used for late arrival or early departure from work and meal and  
4 rest periods will not be combined.

5 D. Double Shifts and Meal Periods

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

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

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

18 F. Scheduled Work Period Employee Rest Periods

19 The Employer and the Union agree to rest periods that vary from and  
20 supersede the rest periods required by [WAC 296-126-092](#). Employees will  
21 be allowed rest periods of ten (10) minutes for each one-half (1/2) shift of  
22 four (4) or more hours worked at or near the middle of each one-half (1/2)  
23 shift of four (4) or more hours. Rest periods do not require relief from duty.  
24 Where the nature of the work allows employees to take intermittent rest  
25 periods equivalent to ten (10) minutes for each one-half (1/2) shift,  
26 scheduled rest periods are not required. Rest periods may not be used for



1 late arrival or early departure from work, and rest and meal periods will not  
2 be combined.

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

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

11 **16.9 Telework Position Eligibility**

12 The Employer will document and maintain approved telework requests in an  
13 agency telework agreement. Employees may appeal a denied request through their  
14 appointing authority. Approved telework agreements will include the following:

- 15 A. No change in the employee's duty station solely due to the telework  
16 agreement;
- 17 B. Approved telework agreements shall terminate upon transfer to a new  
18 division or work unit;
- 19 C. Transferring employees must submit a new request; and
- 20 D. Telework agreements, and any modification, will be kept on file at the  
21 employee's primary worksite and in the employee's official personnel file.

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

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

- 5 A. Business needs;
- 6 B. Customer service needs;
- 7 C. Documented performance and/or attendance concerns; or
- 8 D. Failure to comply with the terms of the telework agreement.

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 7/22/2024

/s/ 7/22/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

1 **ARTICLE 17**  
2 **OVERTIME**

3 **17.1** Determination and Assignment of Overtime for Licensed Nurses will be in  
4 accordance with [Appendix I](#) and this Article.

5 **17.2** Determination and Assignment of Overtime for Custody, Institution Food Service,  
6 Food Manufacturing, and Medical, and SCCC Furniture Factory

7 A. Right to Assign

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

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

16 B. Eligibility for Voluntary Overtime

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

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

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

23 C. Voluntary Sign-up List

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

3 1. A voluntary overtime sign-up list for each day and each shift for an  
4 entire month will be posted by the fifteenth of the preceding month  
5 for each job classification.

6 2. Each list will have a column for employee name, time and date of  
7 sign up, seniority date, scheduled shift and days off, ~~work extension~~  
8 telephone number, and a column that allows volunteering  
9 employees to remove their name from the list. The volunteering  
10 employee must complete all columns on the sign up list. The  
11 employee may not specify the post(s) they are available or not  
12 available to work overtime.

13 3. Employees may add or remove their name from the list-in person,  
14 by initialing the appropriate column and crossing out their name.

15 4. Employees may add or remove their name telephonically within  
16 twelve (12) hours of the overtime list being pulled by calling the  
17 Shift Commander or designee.

18 5. Four (4) hours prior to the start of the shift requiring overtime, the  
19 sign-up list will be pulled and no further additions or deletions will  
20 be made.

21 D. Assignment of Voluntary Overtime

22 1. The Employer and the Union agree that pre-filling vacancies using  
23 volunteers is an important process to allow employees more  
24 flexibility, improve work/life balance, and mitigate mandatory  
25 overtime. A good faith effort must be made and documented to  
26 contact volunteers on the voluntary overtime sign-up list to  
27 preschedule overtime for known vacancies.

- 1                   2.     If vacancies still exist after the assignment of prescheduled  
2                   overtime, daily overtime assignments will be made when the  
3                   voluntary overtime list is pulled in accordance with [Subsection 17.2](#)  
4                   (C)(5).
  
- 5                   3.     Overtime assignments will be offered to employees from the  
6                   voluntary sign up list based on seniority date.
  
- 7                   4.     Volunteers may select any position available, but on-duty  
8                   employees who have signed up on the voluntary sign-up list for the  
9                   next scheduled shift may not refuse an assignment of overtime,  
10                  unless the anticipated duration is less than one (1) work shift.
  
- 11                  5.     In the event that the most senior employee is not on duty and cannot  
12                  be reached, i.e., no answer, when assignments are being offered, the  
13                  next employee in descending seniority order will be contacted. A  
14                  good faith effort must be made and documented to contact  
15                  volunteers in a timely manner to ensure they have enough time to  
16                  arrive at work in advance of the overtime shift or to inform them  
17                  that the prescheduled overtime is no longer available.
  
- 18                  6.     Once an employee accepts an overtime assignment the employee  
19                  may not refuse the overtime. The Employer will document on the  
20                  sign-up list the date and time each assignment was accepted.
  
- 21                  7.     Telephone calls placed to employees who are off duty and who have  
22                  volunteered to work overtime will not be considered as time worked.  
23                  Employees that are assigned to work overtime as a result of signing  
24                  up on the volunteer sign-up list will not be entitled to call back  
25                  compensation.

1 8. If an overtime assignment is later unavailable because the position  
2 has been filled or cancelled, the employee volunteering for such  
3 prescheduled overtime may decline a different overtime assignment.

4 9. An off-duty employee reporting for prescheduled overtime that is  
5 no longer available will be allowed to (in order): choose another  
6 vacant overtime assignment, work two (2) hours in an extra post  
7 determined by the supervisor or shift commander, or decline a  
8 different assignment and forego any compensation. However, an  
9 off-duty employee reporting for prescheduled overtime contiguous  
10 to the beginning of their regular work shift that is no longer available  
11 will be allowed to (in order): choose another vacant overtime  
12 assignment; work an extra post as determined by the supervisor or  
13 shift commander until their regular shift starts; or decline a different  
14 assignment and forego any compensation. This Subsection applies  
15 when there was no good faith effort made and documented to contact  
16 the volunteer that the overtime was cancelled.

17 E. All Call

18 After the voluntary sign-up list has been exhausted and prior to the  
19 assignment of mandatory overtime, the Employer will solicit volunteers  
20 who are already on duty (“All Call”). If more than one (1) employee  
21 responds to an All Call, the Employer will offer all available posts on a first-  
22 come, first-served basis. If there are still insufficient volunteers after the All  
23 Call, ~~management may assign mandatory overtime.~~ and prior to utilizing  
24 Article 17.2 (F), Sergeants may volunteer for Officer overtime in the same  
25 manner as provided in Article 17. If there are no Sergeant volunteers,  
26 management may assign mandatory overtime.

27 F. Assignment of Mandatory Overtime

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

1           G.       Assignment of Unexpected Overtime

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

4                       1.       Solicit volunteers who are already on duty and on the Voluntary  
5                       Overtime List;

6                       2.       Solicit volunteers who are on duty (“All Call”). If more than one (1)  
7                       employee responds to an All Call, the Employer will offer all  
8                       available posts on a first-come, first-served basis;

9                       3.       If there are insufficient volunteers after the All Call, the Employer  
10                      will utilize the mandatory overtime procedure to fill the vacancy;  
11                      and

12                     4.       If the vacancy is filled with mandatory overtime, the Employer will  
13                     utilize the Voluntary Overtime List to provide relief for the  
14                     employee assigned the mandatory overtime.

15           H.       Exemptions from Mandatory Overtime

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

18                     1.       An employee on duty for their last remaining shift before approved  
19                     scheduled leave provided the employee has met the notification and  
20                     approval requirements of the applicable leave article(s).

21                     2.       An employee has worked two (2) consecutive days of overtime  
22                     (mandatory, voluntary, or a combination of the two [2]). A day of  
23                     overtime will be considered two (2) hours or more. In cases where  
24                     the shifts overlay, a day of overtime will be considered one and nine  
25                     tenths (1.9) hours or more.



- 1                   3.     An employee assigned to work mandatory overtime will be excused  
2                   from any remaining part of the assignment if the employee finds a  
3                   qualified substitute. A mandatory overtime shift can only be split  
4                   between two (2) employees. If the qualified substitute is coming  
5                   from home, they will not be eligible for callback pay. The  
6                   substitution will be without regard to seniority and will count as the  
7                   substitute's mandatory overtime requirement for that cycle,  
8                   provided the substitute works two (2) hours or more. The oncoming  
9                   substitute must report to the supervisor or shift commander when  
10                  reporting for duty.
  
- 11                  4.     An employee who has volunteered and worked an overtime shift of  
12                  two (2) hours or more and/or worked two (2) hours or more prior to  
13                  or following the end of their shift during the current cycle.
  
- 14                  5.     An employee or instructor who is required to attend ~~eight (8) hours~~  
15                  of control and defensive tactics training will not be subject to  
16                  mandatory overtime immediately after the training.
  
- 17                  6.     An employee who has a medical condition that is documented in  
18                  writing by a physician, physician assistant, advanced registered  
19                  nurse practitioner or licensed mental health professional which  
20                  specifically precludes them from working beyond their regularly  
21                  scheduled shift and whose medical restrictions are for a period of  
22                  sixty (60) calendar days or less. Extensions of exemption due to a  
23                  medical condition can be requested by the employee and may be  
24                  approved by the appointing authority, upon receipt of medical  
25                  documentation, on a case-by-case basis.
  
- 26                  7.     A one (1) day exemption from mandatory overtime, up to three (3)  
27                  times per calendar year. The employee will immediately provide  
28                  written notice to their shift commander/supervisor for each  
29                  exemption. The affected employee will be the first to be called when

1 mandatory overtime is required and the employee is on a scheduled  
2 workday, irrespective of whether the inverse seniority list has been  
3 reestablished due to the start of a new month or it has been  
4 exhausted. Each facility will maintain a system to track the three (3)  
5 exemptions.

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

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

15 I. Failure to Work or Continue to Work Mandatory Overtime

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

18 1. Be the first to be called when mandatory overtime is required and  
19 the employee is on a scheduled workday, irrespective of whether the  
20 inverse seniority list has been reestablished due to the start of a new  
21 month or it has been exhausted; or

22 2. Be considered to have worked the mandatory overtime if they use  
23 paid sick leave under [RCW 49.46.210](#) or use other paid leave used  
24 in accordance with the Family Care Act under [RCW 49.12.265](#); and

25 3. The employee immediately completes and submits a leave form for  
26 paid sick leave or other paid leave when they report they are unable  
27 to work or continue to work the overtime. The employee will state

1 the general reason or circumstance for leave requested on the leave  
2 form. The employee will be paid for the requested leave at the  
3 straight-time rate. An employee may not receive compensatory time  
4 in lieu of straight-time pay under this Subsection. The provisions of  
5 [Article 23.10](#) do not apply to employees who submit leave requests  
6 under this Subsection.

7 J. Ability to Deny Overtime Assignment

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

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

16 K. Maximum Overtime

- 17 1. Except in an emergency, an employee may not be compelled or  
18 allowed to work more than sixteen (16) hours plus any worked meal  
19 periods in a twenty-four (24) hour period. Vacation leave hours will  
20 not apply to the maximum overtime limit. After working more than  
21 sixteen (16) consecutive hours of work in a twenty-four (24) hour  
22 period (not including any meal periods worked at the employee's  
23 choice), employees will be allowed a rest period of at least ten (10)  
24 hours off. If the ten (10) hours off overlap the employee's regular  
25 shift, up to four (4) hours of such an overlap will be administrative  
26 leave.

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

4           L.       Telephone Contact

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

9           M.       Except in an emergency situation, an employee will not work overtime  
10                                   without prior authorization from the Employer.

11           N.       On-Call Employees

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

14   **17.3   Determination and Assignment of Overtime for All Other Employees**

15           A.       With respect to all other employees, the Employer will review qualifications  
16                                   and/or case familiarity in making overtime assignments. If qualifications  
17                                   and/or case familiarity are substantially equal, overtime will be offered in  
18                                   order of seniority and mandated by inverse seniority.

19           B.       Except in an emergency situation, an employee will not work overtime  
20                                   without prior authorization from the Employer.

21   **17.4   Overtime Compensation for Positions Designated as Scheduled Work Period**

22           A.       Unless the Employer and the Union agree to change a position to non-  
23                                   scheduled or overtime-exempt, payment for overtime at the rate of time and  
24                                   one-half will be paid for all employees who are working in a position

1 designated as of June 30, 2019 as scheduled work period under any of the  
2 following conditions:

3 1. All work on holidays. Employees required to work a holiday will  
4 have the choice of receiving payment or compensatory time accrual  
5 and will notify their supervisor of that choice prior to working the  
6 holiday overtime.

7 2. All work required in excess of eight (8) hours in any workday, if the  
8 employee is working an eight (8) hour shift. If the employee is  
9 working more than an eight (8) hour shift, all work in excess of the  
10 employee's regularly scheduled shift.

11 3. All work required in excess of forty (40) hours in any workweek.

12 4. All work required before and/or after any scheduled work shift.

13 5. All time required outside the regular working hours for travel on  
14 agency business, unless scheduled at the convenience of the  
15 employee.

16 6. All work on a regularly scheduled day off.

17 B. An employee may elect to be compensated for overtime hours worked in  
18 the form of cash or compensatory time off. Approval to use compensatory  
19 time off is not automatic, must be approved in advance, and will be  
20 contingent upon the availability of a relief employee(s). Relief may be  
21 defined as including authorized on-call employees. Employees will have the  
22 option of using compensatory time in lieu of sick leave:

23 1. When approved, by the appointing authority; or

24 2. In accordance with [RCW 49.12.270](#) and the Family Care Act,  
25 [WAC 296-130](#).

1 C. Overtime will be paid in one-tenth (1/10th) increments, except as  
2 specifically provided in [Article 16](#), Hours of Work.

3 **17.5 Overtime Compensation for Positions Designated as Non-Scheduled Work**  
4 **Period**

5 A. Unless the Employer and the Union agree to change a position to scheduled  
6 or overtime-exempt, payment for overtime at the rate of time and one-half  
7 will be paid for all employees who are working in a position designated on  
8 June 30, 2017 as being a non-scheduled work period under any overtime  
9 condition, including the following:

- 10 1. All work on holidays. Employees required to work a holiday will  
11 have the choice of receiving payment or compensatory time and will  
12 notify their supervisor of that choice prior to working the holiday  
13 overtime.
- 14 2. All work required in excess of forty (40) hours in any workweek.
- 15 3. All time required for travel on agency business in excess of forty  
16 (40) hours in any workweek, unless scheduled at the convenience of  
17 the employee.

18 B. An employee may elect to be compensated for overtime hours worked in  
19 the form of cash or compensatory time off. Approval to use compensatory  
20 work time off is not automatic, must be approved in advance of the absence,  
21 and will be contingent upon the availability of relief employee(s). Relief  
22 may be defined as including authorized on-call employees. Employees will  
23 have an option of using compensatory time in lieu of sick leave:

- 24 1. When approved by the appointing authority; or
- 25 2. In accordance with [RCW 49.12.270](#) and the Family Care Act  
26 [WAC 296-130](#).

1 C. Overtime will be paid in one-tenth (1/10th) increments, except as  
2 specifically provided for in [Article 16](#), Hours of Work.

### 3 **17.6 Compensatory Time**

4 All Correctional Officers and Correctional Sergeants will be entitled to accrue up  
5 to two hundred and forty (240) hours of compensatory time. All other employees  
6 will be entitled to accrue up to one hundred sixty (160) hours of compensatory  
7 time. Compensatory time may be voluntarily cashed out at any time except during  
8 the month of February. In addition, the full balance of accrued compensatory time  
9 must be cashed out ~~at the end of~~ annually on June 30, each calendar year, ~~each~~  
10 ~~biennium~~.

### 11 **17.7 Project Employees**

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

### 17 **17.8 Employers Right to Assign**

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

### 21 **17.9 Overtime By-Pass Remedy**

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

25 A. The right to work an overtime assignment that would not otherwise exist  
26 (and therefore would cause no displacement of any other employee). This

1 assignment shall be the same duration for which the employee was by-  
2 passed. This assignment shall be scheduled within two (2) weeks unless  
3 extended by mutual agreement.

4 B. If the employee is by-passed a second time (or more) in a six (6) month  
5 period, the employee will have the option to make up the overtime in  
6 accordance with Subsection A above or may elect to receive straight-time  
7 compensation for all hours that the employee would have worked on the  
8 overtime assignment if the employee had not been by-passed.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/ 8/30/2024

/s/ 8/30/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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**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.

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



1    **19.3    Submittal and Withdrawal of Bids**

2           Employees may withdraw their bids in writing at any time prior to the referral. Any  
3           bids submitted subsequent to the date and time a vacancy is considered to have  
4           occurred will not be considered for that vacancy, except as provided for in [Section](#)  
5           [19.4](#) of this Agreement. The agency will determine and provide an electronic  
6           process for bid submissions and withdrawals.

7    **19.4    New Position or Reallocated Positions**

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

11   **19.5    Vacancy Defined**

12          For purposes of this Article, a vacancy occurs when:

- 13          A.     An employee notifies management, in writing, that they intend to vacate  
14                 their position; or
- 15          B.     Local management notifies an employee, in writing, that the employee will  
16                 be removed from their position; or
- 17          C.     Local management notifies a Correctional Officer 1 that they are being  
18                 reassigned to a different position; or
- 19          D.     A position's assigned days off change by one (1) or more days, or post  
20                 changes; or shift hours change by more than two (2) hours. In these cases,  
21                 if the position is filled by an employee on a bid at the time of the change,  
22                 the incumbent may elect to remain in the position and will retain their bid  
23                 rights. If the incumbent elects not to remain in the position, they will be  
24                 reassigned to a vacant position, and their bid eligibility restored. The  
25                 vacated position will be posted for seven (7) calendar days. In those cases  
26                 where there is more than one (1) vacant position, the incumbent under this

1 Section will have the right to choose the vacant positions they wish to be  
2 assigned. If there is more than one incumbent under this Section, the  
3 incumbents will be permitted to choose among the vacant positions in order  
4 of seniority.

5 **19.6 Awarding a Bid**

6 A. Except as provided in [Subsection 19.5 \(D\)](#), above, whenever a permanent  
7 vacancy occurs, the appointing authority or designee will review the bids to  
8 determine if any employee with bid eligibility has submitted a bid for the  
9 new or vacated position. The appointing authority or designee will consider  
10 all bids in order of seniority. If the vacant position has any bona fide special  
11 requirements or qualifications, only those employees who meet the required  
12 criteria will be considered for the position. The senior employee who has  
13 the skills and abilities necessary to perform the duties of the bid position  
14 will be appointed to the position. Each senior employee considered, but not  
15 appointed, will be notified in writing of the reason(s) they were not  
16 appointed. In those cases where referrals are requested on multiple positions  
17 at the same time, and an employee is the senior employee on more than one  
18 (1) position, the affected employee will be provided the opportunity to  
19 select the position they will be awarded. If the senior employee is not  
20 available within a twenty-four (24) hour period, the decision will be made  
21 by the drawing of a lot with the Shop Steward present.

22 B. If a vacancy is not filled with a probationary or permanent employee within  
23 six (6) months, bids will be reviewed. Bids will be reviewed every six (6)  
24 months until the position is permanently filled. If the appointing authority  
25 makes the determination to fill the vacancy, bids will be awarded in  
26 accordance with [Subsection 19.6 \(A\)](#).

27 C. Employees who remain in the same assigned position for twelve (12)  
28 months following the successful completion of their probation and/or trial

1 service period(s), shall be considered to be in the position by bid and shall  
2 retain their bid rights.

3 **19.7 Segregation, Intensive Management, and Mental Health Units**

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

10 A. Provided they meet the selection criteria, employees who submit a bid or  
11 voluntary demotion request will be considered for assignment into a  
12 position in a Segregation Unit, Intensive Management Unit, or Mental  
13 Health Unit.

14 B. This Subsection applies to all full-time positions within a Segregation Unit,  
15 Intensive Management Unit, Mental Health Unit, and/or positions assigned  
16 to an Intensive Management Unit, Segregation Unit, or Mental Health Unit  
17 for three (3) or more days during the workweek. The Employer retains the  
18 right to permanently and/or temporarily reassign an employee into and/or  
19 out of an Intensive Management Unit, Segregation Unit, or Mental Health  
20 Unit. Such determination may include a fitness for duty assessment.

21 C. If an employee who has bid for the position is not selected, the reason will  
22 be provided, in writing, to the affected employee.

23 D. Policy 400.410 applies to the units identified in [Appendix K](#).

24 **19.8 Bid Commitment**

25 When an employee has been awarded a bid, [including Bid Exchange](#), the employee  
26 will be committing themselves to request no other bids for a minimum of six (6)

1 months. The six (6) month period will begin on the date the employee is awarded  
2 their bid. At time of notification of selection, all other active bids the employee has  
3 on file will be removed from the bid system. However, if after transfer, the shift,  
4 post, or days off of the position are unilaterally changed or if the position is  
5 eliminated the employee will again be eligible to bid.

#### 6 **19.9 Permanent Bid Exchange**

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

9 A. The bid exchange is voluntary, and is requested and agreed to in writing by  
10 both employees; and

11 B. There are no bids by any employee on either position, unless the employees  
12 are the highest bidders, as determined by DOC HR; and

13 C. The appointing authority or designee has approved the bid exchange in  
14 writing.

#### 15 **19.10 Correctional Officer 1 In-Training Program**

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

#### 18 **19.11 Temporary Reassignment**

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

1    **19.12 Placement During Temporary Reassignment**

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

5           A.     With the mutual agreement of management, employees may volunteer to  
6           temporarily exchange bid positions;

7           B.     Vacant position for which there is no bid;

8           C.     Assigned position; and

9           D.     Bid position.

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

17    **19.13 Permanent Reassignment**

18          Nothing in this procedure will preclude management from permanently reassigning  
19          an employee to another position provided the employee is notified, in writing, of  
20          the reason(s) for the reassignment. A permanent reassignment is an extraordinary  
21          action. In order for an involuntary permanent reassignment to be made, either  
22          operational need must exist for the reassignment, or there must exist reasons for the  
23          reassignment, which effectively preclude the employee from performing their bid  
24          position. An employee on leave without pay for ten (10) or more consecutive work  
25          days (except those placed on leave without pay as a result of an illness or injury  
26          compensable under the worker's compensation system or on Family Medical



1 Leave) and/or receiving shared leave for ten (10) or more consecutive work days,  
2 or a combination thereof may be reassigned and will have their bid requests  
3 suspended until they return to work.

4 **19.14 New, Expansion and/or Consolidation of Facilities**

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

10 **19.15 Project and Temporary Positions**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/ 10/29/2024

/s/ 10/29/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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**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.

<b>Full Years of Service</b>	<b>Hours Per Year</b>
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)
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)

1

2 **21.2 Accumulation**

3 Employees may accumulate maximum vacation balances not to exceed two  
4 hundred eighty (280) hours. However, there are two (2) exceptions that allow  
5 vacation leave to accumulate above the maximum:

6 A. If an employee's request for vacation leave is denied by the Employer, and  
7 the employee is close to the vacation leave maximum, the employee may  
8 file an exception to the maximum with the appointing authority. If the  
9 employee files the exception, the employee's vacation leave maximum will  
10 be extended for each month that the Employer must defer the employee's  
11 request for vacation leave.

12 B. An employee may also accumulate vacation leave days in excess of two  
13 hundred eighty (280) hours as long as the employee uses the excess balance  
14 prior to their anniversary date. Any leave in excess of the maximum that is  
15 not deferred in advance of its accrual as described above, will be lost on the  
16 employee's anniversary date.

1    **21.3    Coordination of Leave**

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

4    **21.4    Vacation Leave Availability**

5           The Employer will post a chart on November 15 of each calendar year that indicates  
6           the number of employees within each job classification who may be approved  
7           scheduled leave for a given period of time. This chart will be posted in a readily  
8           accessible area, e.g., shift office, food manager’s office, nurses station, by job  
9           classification and will remain posted until January 1.

10   **21.5    Relief Limitations**

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

15   **21.6    Vacation Selection**

16          Beginning January 2 of each calendar year, employees will be scheduled a time,  
17          based on seniority, to select up to three (3) segments of available vacation leave  
18          during the time period of April 1 through March 31. A “segment” is one (1) or more  
19          contiguous days of vacation leave. No segment shall include more than ten (10)  
20          consecutive days of vacation leave in June, July, and/or August, provided that an  
21          employee may select contiguous segments of vacation leave. Each employee will  
22          be guaranteed one (1) scheduled workweek of vacation leave if requested as one of  
23          their segments.

24          Off-shift times to select a vacation will not be considered as “time worked” for  
25          purposes of computing callback or overtime. If an employee is unable to be present  
26          during their scheduled time they may make their choice by telephone, email, or

1 another individual with written documentation of designation, may select a  
2 vacation segment(s) for the employee. If the employee fails to select their vacation  
3 during their assigned time, the Employer may proceed with scheduling. The  
4 employee will be provided an opportunity to select their segment(s) at a later date  
5 when they are available. The Employer will publish the vacation schedule by March  
6 1, after considering requests, as well as agency program needs. Employees will  
7 complete a leave request form no less than thirty (30) days prior to any approved  
8 vacation segment taken.

### 9 **21.7 Supplemental Requests**

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

### 17 **21.8 Adequate Leave**

18 Employees will not request or be authorized to take scheduled vacation leave if they  
19 do not have sufficient vacation leave to cover such absence when the leave  
20 commences.

### 21 **21.9 Vacation Callback**

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

### 24 **21.10 Vacation Cancellation by Management**

25 Each employee will be granted vacation for the time stipulated on the vacation  
26 schedule, except that local management with reasonable notice, may cancel or

1 otherwise adjust vacation periods only in an emergency. Employees whose leave  
2 has been cancelled or adjusted will be allowed to request alternative leave dates  
3 pursuant to [Section 21.7](#).

#### 4 **21.11 Vacation Cancellation by Employee**

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

#### 9 **21.12 Additional Approved Vacation Leave (“CBA Days”)**

10 Accrued vacation time, not to exceed two (2) shifts per year to coincide with the  
11 vacation scheduling year (April 1 to March 31), will normally be granted on a first-  
12 come, first-served basis, provided:

- 13 A. The employee is eligible to take the leave requested;
- 14 B. Such leave will be used in increments of not less than one (1) shift;
- 15 C. The request is made in writing thirty (30) days or more in advance of the  
16 requested day off;
- 17 D. The request is made after the conclusion of the vacation selection process  
18 and is for the current calendar year; and
- 19 E. For Correctional Officers and Correctional Sergeants, the following are  
20 established as minimums that will be approved except in an emergency:
  - 21 1. The number of approved CBA day requests at a standalone  
22 minimum facility does not exceed authorized relief factors by more  
23 than three (3) relief per day;
  - 24 2. The number of approved CBA day requests at a major facility with  
25 five hundred (500) Correctional Officer and Correctional Sergeant

1 positions or less does not exceed authorized relief factors by more  
2 than five (5) relief per day; and

3 3. The number of approved CBA day requests at a major facility with  
4 more than five hundred (500) Correctional Officer and Correctional  
5 Sergeant positions does not exceed authorized relief factors by more  
6 than seven (7) relief per day.

7 4. In those cases where all slots are used by Correctional Officers, one  
8 additional CBA day, per day, will be granted for Correctional  
9 Sergeants.

10 Superintendents have the discretion to approve CBA day requests above the  
11 levels specified in 1-3 above. The superintendent's decision is not subject  
12 to the grievance procedure in [Article 9](#).

### 13 **21.13 Transfer, Promotion, Demotion**

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

### 20 **21.14 Selection of Paid Leave**

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

1    **21.15 Cashout**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/           9/30/2024

/s/           9/30/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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**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

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

#### 8 **22.4 Employee Assistance Program**

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

#### 11 **22.5 State Examinations and Interviews**

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

#### 14 **22.6 Family Care**

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

#### 17 **22.7 Bereavement Leave**

18 A. An employee is entitled to three (3) days of paid bereavement leave if their  
19 family member, or household member, or parent of a household member  
20 dies [or for the loss of pregnancy](#). An employee may request less than three  
21 (3) days of bereavement leave.

22 B. The Employer may require verification of the family member's household  
23 member's, or household member's parent's death.

24 C. In addition to paid bereavement leave, the Employer may approve an  
25 employee's request to use compensatory time, sick leave, vacation time,

1 exchange time, their personal holiday or leave without pay for purposes of  
2 bereavement and in accordance with this Agreement.

3 D. For purposes of this Section, a family member is defined in [Article 23.2](#) (B).  
4 A household member is defined as persons who reside in the same home  
5 who have reciprocal duties to and do provide financial support for one  
6 another. This term does not include persons sharing the same house when  
7 the living style is primarily that of a dormitory or commune.

## 8 **22.8 Leave for Life-Giving Procedures, Blood, Platelets and Fluid Donations**

9 A. Employees will receive Employer paid leave, not to exceed thirty (30)  
10 working days in a rolling two (2) year period, for participating in life-giving  
11 procedures, upon approval. “Life-Giving Procedure” is defined as a  
12 medically supervised procedure involving the testing, sampling, or donation  
13 of organs, tissues, and other human body components for the purposes of  
14 donation, without compensation, to a person or organization for medically  
15 necessary treatments. “Life giving procedure” does not include the donation  
16 of blood or plasma. The Employer may approve additional days through the  
17 use of accrued paid leave. Employees will provide documentation from a  
18 licensed medical provider of the need for additional leave, as well as  
19 reasonable advance notice and written proof from an accredited medical  
20 institution, physician or other medical professional that the employee  
21 participated in a life-giving procedure.

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

1 **22.9 Deployment Leave**

2 A. Military Family Leave

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

13 B. Deployed Child Leave

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

22 C. Pre-Deployment Leave

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

1 D. Supporting Documents

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

5 **22.10 Domestic Violence Leave**

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

17 **22.11 Wildfire Disaster Leave**

18 In the event the Governor declares that a state of emergency exists in any area of  
19 the state of Washington, the Employer may grant up to 24 hours of leave with pay  
20 per occurrence to employees who are experiencing extraordinary or severe impacts,  
21 such as displacement from their homes temporarily or permanently through  
22 evacuation or significant damage or loss.

23

1        The Employer may require verification of the extraordinary or severe impacts related  
2        to the use of leave with pay and may take into account emergency operations

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/        7/22/2024

/s/        7/22/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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**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.

1 C. Records of disciplinary actions involving reductions-in-pay, suspensions or  
2 demotions, and written reprimands not removed after two (2) years will be  
3 removed after five (5) years if:

- 4 1. The employee submits a written request for its removal;  
5 2. Circumstances do not warrant a longer retention period; or  
6 3. There has been no subsequent discipline.

7 D. Nothing in this Section will prevent the Employer from agreeing to an  
8 earlier removal date, unless to do so would violate [RCW 41.06.450](#).

9 **29.3 Information and Access**

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

18 **29.4 Disclosure of Personnel File Information**

19 Upon receipt of any court order or subpoena seeking documents from an  
20 employee's personnel file, the Employer will provide the employee with a copy of  
21 the order or subpoena. When documents or information in an employee's personnel,  
22 payroll, supervisory or training file are the subject of a public records request, the  
23







1 applicable to Teamsters bargaining units (the 2023-2025 “N2” Range  
2 Teamsters Salary Schedule) ([Appendix D](#)) that it was assigned on June 30,  
3 202~~5~~<sup>3</sup>. Effective July 1, 202~~5~~<sup>3</sup>, each employee will continue to be assigned  
4 to the same range and step of the “N2” Range Teamsters Salary Schedule  
5 ([Appendix D](#)) that they were assigned on June 30, 202~~5~~<sup>3</sup>.

6 B. Effective July 1, 202~~5~~<sup>3</sup>, all salary ranges and steps of the “N2” Range  
7 Teamsters Salary Schedule will be increased by [four percent \(4%\)](#) ~~six~~  
8 ~~percent (6%)~~ as shown in [Appendix D](#). This salary increase is based on the  
9 “N2” Range Teamsters Salary Schedule in effect on June 30, 202~~5~~<sup>3</sup>.

10 C. Effective July 1, 202~~6~~<sup>4</sup>, all salary ranges and steps of the “N2” Range  
11 Teamsters Salary Schedule will be increased by four percent (4%) as shown  
12 in [Appendix E](#). The salary increase is based on the “N2” Range Teamsters  
13 Salary Schedule in effect on June 30, 202~~6~~<sup>4</sup>.

14 D. Employees who are paid above the maximum for their range on the effective  
15 date of the increases described in Subsections B and C above will not  
16 receive the specified increase to their current pay unless the new range  
17 encompasses their current rate of pay.

### 18 **32.3 Specific Increases**

19 Effective July 1, 202~~5~~<sup>3</sup>, targeted job classifications will be assigned to a higher  
20 salary range. [Appendix G](#) identifies the impacted job classifications and the salary  
21 range for which it will be assigned.

### 22 **32.4 Pay for Performing the Duties of a Higher Classification**

23 A. An employee who is designated, in writing, by the Employer to assume the  
24 duties of a higher classification for three (3) consecutive calendar days or  
25 more to a higher level classification whose range is less than six (6) ranges  
26 higher than the range of the former class will be notified in writing and will  
27 be advanced to a step of the range for the new class that is nearest to five

1           percent (5%) higher than the amount of the pre-promotional step. The  
2           increase will become effective on the first day the employee was performing  
3           the higher-level duties.

4           B.     An employee who is designated, in writing, by the Employer to assume the  
5           duties of a higher classification for three (3) consecutive calendar days or  
6           more to a higher level classification whose range is six (6) or more ranges  
7           higher than the range of the former class will be notified in writing and will  
8           be advanced to a step of the range for the new class that is nearest to ten  
9           percent (10%) higher than the amount of the pre-promotional step. The  
10          increase will become effective on the first day the employee was performing  
11          the higher-level duties.

12          C.     Unless other on-duty employees are unavailable to work in the higher  
13          classification, an employee may refuse an assignment to work in the higher  
14          classification, except in those positions where the classification  
15          specification allows for the assignment of such duties.

## 16   **32.5   Establishing Salaries for New Employees and New Classifications**

17          A.     The Employer will assign newly hired employees to the appropriate range  
18          and step of the appropriate Teamsters Salary Schedules.

19          B.     The salary of employees in classes requiring licensure as a registered nurse  
20          will be governed by the “N2” Range Salary Schedule.

21                 1.     An employee’s experience as a registered nurse (RN) and/or  
22                 licensed practical nurse (LPN), calculated as follows, will determine  
23                 the placement of a nurse on the proper step within an “N2” range:

24                         a.     At a minimum, RN experience will be credited year for year.  
25                                 However, the Employer reserves the right to hire RN’s at a  
26                                 higher step.



1 D. Employees governed by the “N2” Range Salary Schedule that have reached  
2 Step K, will receive a one (1) step increase based on years of experience up  
3 to the maximum of the range.

4 E. Employees who are appointed to another position with a different salary  
5 range maximum will retain their periodic increment date and will receive  
6 step increases in accordance with paragraphs A-C above.

7 **32.7 Salary Assignment Upon Promotion**

8 A. Employees promoted to a position in a class whose range is less than six (6)  
9 ranges higher than the range of the former class will be advanced to a step  
10 of the range for the new class that is nearest to five percent (5%) higher than  
11 the amount of the pre-promotional step.

12 B. Employees promoted to a position in a class whose range is six (6) or more  
13 ranges higher than the range of the former class will be advanced to a step  
14 of the range for the new class that is nearest to ten percent (10%) higher  
15 than the amount of the pre-promotional step.

16 C. Recruitment, Retention, Other Business Needs or Geographic Adjustments

17 The appointing authority may authorize more than the step increases  
18 specified in Subsections A and B above, when there are recruitment,  
19 retention or other business needs, as well as when an employee’s promotion  
20 requires a change of residence to another geographic area to be within a  
21 reasonable commuting distance of the new place of work. Such an increase  
22 may not result in a salary greater than the range maximum.

23 D. Promotions for Registered Nurses

24 1. Promotional increases for classes requiring licensure as a Registered  
25 Nurse (“N2” ranges) are calculated in the manner described below.

- 1                   2.     An employee who is promoted into or between classes, which have  
2    pay range “N2” will advance to the step in the new range, as shown  
3    in the “N2” Range Teamsters Salary Schedule, as described in  
4    [Section 32.2](#), which represents the greater of (a), (b) or (c) below.
- 5   a.     Placement on the step which coincides with the employee’s  
6    total length of experience as a Registered Nurse (RN),  
7    Physicians Assistant (PA) and/or Licensed Practical Nurse  
8    (LPN). Experience will be credited as follows:
- 9    i.     At a minimum, RN and PA experience will be  
10    credited year for year. However, the Employer  
11    reserves the right to hire RN’s at a higher step; or
- 12    ii.    Up to ten (10) years LPN experience will be credited  
13    at the rate of two (2) years LPN experience equals  
14    one (1) year of RN or PA experience, for a maximum  
15    credit of five (5) years.
- 16   b.     Placement on the step of the new range, which is nearest to  
17    a minimum of five percent (5%) higher than the amount of  
18    the pre-promotional step. The appointing authority may  
19    authorize more than a five percent (5%) increase, but the  
20    amount must be on a step within the salary range for the  
21    class; or
- 22   c.     The appointing authority will advance an employee who is  
23    promoted under any one (1) or more of the following  
24    conditions to the step of the range for the new class, which  
25    is nearest to a minimum of ten percent (10%) higher than the  
26    amount of the pre-promotional step. The appointing  
27    authority may authorize more than a ten percent (10%)

1 increase, but the amount must be on a step within the salary  
2 range for the class:

3 i. When the employee is promoted to a class whose  
4 base range is six (6) or more ranges higher than the  
5 base range of the employee's former class;

6 ii. When the employee is promoted over an intervening  
7 class in the same class series;

8 iii. When the employee is promoted from one (1) class  
9 series to a higher class in a different series and over  
10 an intervening class in the new series, which would  
11 have represented a promotion; or

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

16 **32.8 Salary Adjustments**

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

20 **32.9 Demotion**

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



1    **32.10 Transfer**

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

6    **32.11 Reassignment**

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

11   **32.12 Reversion**

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

17   **32.13 Elevation**

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

23   **32.14 Part-Time Employment**

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

1    **32.15 Pregnancy Accommodation for Custody Employees**

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

6    **32.16 Callback**

7           A.    Scheduled work period employees who are not notified prior to their  
8           scheduled quitting time, either to return to work after departing the work  
9           site or to change the starting time of their next scheduled work shift, will  
10          receive three (3) hours of pay at their basic salary, in addition to all other  
11          compensation due.

12          B.    Work site is defined as the employees' location(s) when the assigned work  
13          shift has begun until the work shift has ended; and when required, the  
14          employee is properly relieved.

15          C.    Scheduled work period employees will not be entitled to callback pay due  
16          to late relief. Once the Employer learns of a situation involving late relief,  
17          the Employer will notify the affected employee(s) as soon as possible.

18          D.    Employees that are assigned to work overtime as a result of signing up on  
19          the volunteer overtime sign-up list or employees on standby will not be  
20          entitled to callback compensation.

21    **32.17 Shift Premium**

22          A.    For purposes of this Section, the following definitions apply:

23                1.    Evening shift is a work shift of eight (8) or more hours which ends  
24                at or after 10:00 p.m.

1                   2.     Night shift is a work shift of eight (8) or more hours which begins  
2                                   by 3:00 a.m.

3           B.     A basic shift premium of one dollar (\$1.00) per hour will be paid to full-  
4                   time employees under the following circumstances:

5                   1.     Regularly scheduled evening and night shift employees are entitled  
6                                   to shift premium for all hours worked.

7                   2.     Regularly scheduled day shift employees are not entitled to shift  
8                                   premium unless:

9                           a.     The employee's regular or temporary scheduled work shift  
10                                   includes hours after 6:00 p.m. and before 6:00 a.m. where no  
11                                   overtime, schedule change pay, or callback compensation is  
12                                   received. Shift premium is paid only for those hours actually  
13                                   worked after 6:00 p.m. and before 6:00 a.m.

14                           b.     The employee is temporarily assigned a full evening or night  
15                                   shift where no overtime, schedule change pay, or callback  
16                                   compensation is received. Shift premium is paid only for all  
17                                   evening or night shift hours worked in this circumstance.

18                   3.     Employees regularly scheduled to work at least one (1), but not all,  
19                                   evening and/or night shifts, are entitled to shift premium for those  
20                                   shifts. Additionally, these employees are entitled to shift premium  
21                                   for all hours adjoining that evening or night shift which are worked.

22           C.     Part-time and on-call employees will be entitled to basic shift premium  
23                   under the following circumstances:

24                   1.     For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

25                   2.     For assigned full evening or night shifts, as defined in Subsection A  
26                                   above.

1           D.     In cases where shift premium hours are regularly scheduled over a year,  
2                     agencies may pay shift premium at a monthly rate which is equal for all  
3                     months of the year. Monthly rates will be calculated by dividing twelve (12)  
4                     into the amount of shift premium an employee would earn in a year if the  
5                     hourly rules in Subsection B (2) of this Section were applied.

6           E.     When an employee is compensated for working overtime during hours for  
7                     which shift premium is authorized in this Section, the overtime rate will be  
8                     calculated using the “regular rate.”

9           F.     Employees eligible for shift premium for their regularly scheduled shifts  
10                    will receive the same proportion of shift premium for respective periods of  
11                    authorized paid leave and for holidays not worked which fall within their  
12                    regularly scheduled shift.

### 13   **32.18 Shift Premium for Registered Nurses and Related Classes**

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

### 18   **32.19 Supplemental Shift Premium for Nurses**

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

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

25           B.     Three dollars (\$3.00) per hour during any hours worked or while on paid  
26                     leave from Friday midnight to Sunday midnight.

1 C. Supplemental shift premiums are payable regardless of employment status  
2 and/or whether the work was prescheduled.

3 D. Supplemental shift premiums are not payable during hours other than those  
4 specified.

5 **32.20 Standby**

6 A. An overtime-eligible employee is in standby status while waiting to be  
7 engaged to work by the Employer and both of the following conditions  
8 exist:

9 1. The employee is required to be present at a specified location or is  
10 immediately available to be contacted. The location may be the  
11 employee's home or other specific location, but not a work site away  
12 from home. When the standby location is the employee's home, and  
13 the home is on the same state property where the employee works,  
14 the home is not considered a work site.

15 2. The agency requires the employee to be prepared to report  
16 immediately for work if the need arises, although the need might not  
17 arise.

18 B. Standby status will not be concurrent with work time.

19 C. When the nature of a work assignment confines an employee during off-  
20 duty hours and that confinement is a normal condition of work in the  
21 employee's position, standby compensation is not required merely because  
22 the employee is confined.

23 D. Overtime-eligible employees on standby status will be compensated at a  
24 rate of seven percent (7%) of their hourly base salary for time spent in  
25 standby status.

1 E. Overtime exempt employees classified as Physician Assistant/Advanced  
2 Registered Nurse Practitioner, Physician Assistant Certified/Advanced  
3 Registered Nurse Practitioner Lead, Clinical Nurse Specialist, Psychiatric  
4 Social Worker 3 or 4, Psychiatrist 4, Psychologist 3 or 4, or Psychology  
5 Associate will be compensated one hundred and seventy-five dollars  
6 (~~\$175100.00~~) for each day or portion thereof spent in standby status. All  
7 other overtime-exempt employees will be compensated seventy-five ~~fifty~~  
8 dollars (~~\$7550.00~~) for each day or portion thereof spent in standby status.  
9 A day is defined as a twenty-four (24) hour period beginning on the first  
10 hour an employee is assigned standby status.

11 F. Employees dispatched to emergency fire duty as defined by RCW  
12 38.52.010 are not eligible for standby pay.

13 **32.21 Relocation Compensation**

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

- 16 1. When it is reasonably necessary that a person make a domiciliary  
17 move in accepting a reassignment or appointment; or
- 18 2. It is necessary to successfully recruit or retain a qualified candidate  
19 or employee who will have to make a domiciliary move in order to  
20 accept the position.

21 B. If the employee receiving the relocation payment terminates or causes  
22 termination of their employment with the state within one (1) year of the  
23 date of employment, the state will be entitled to reimbursement for the  
24 moving costs which have been paid and may withhold such sum as  
25 necessary from any amounts due the employee. Termination as a result of  
26 layoff, or disability separation will not require the employee to repay the  
27 relocation compensation.

1    **32.22 Salary Overpayment Recovery**

2           A.     When an agency has determined that an employee has been overpaid wages,  
3                   the agency will provide written notice to the employee that will include the  
4                   following items:

- 5                   1.     The amount of the overpayment;
- 6                   2.     The basis for the claim; and
- 7                   3.     The rights of the employee under the terms of this Agreement.

8           B.     Method of Payback

9                   1.     The employee must choose one (1) of the following options for  
10                   paying back the overpayment:

- 11                   a.     Voluntary wage deduction;
- 12                   b.     Cash; or
- 13                   c.     Check.

14                   2.     The employee will have the option to repay the overpayment over a  
15                   period of time equal to the number of pay periods during which the  
16                   overpayment was made, unless the employee and the agency agree  
17                   upon a longer period.

18                   3.     If the employee fails to choose one (1) of the three (3) options  
19                   described above, within the timeframe specified in the agency's  
20                   written notice of overpayment, the agency will deduct the  
21                   overpayment owed from the employee's wages. This overpayment  
22                   recovery shall take place over a period of time equal to the number  
23                   of pay periods during which the overpayment was made.

1                   4.     Any overpayment amount still outstanding at separation of  
2                                   employment will be deducted from their final pay.

3           C.     Appeal Rights

4                   Any dispute concerning the occurrence or amount of the overpayment will  
5                                   be resolved through the grievance procedure in [Article 9](#) of this Agreement.

6     **32.23 Assignment Pay Provisions**

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

9           A.     An Employer may grant assignment pay to a position to recognize a  
10                                   specialized skill, assigned duties, and/or unique circumstances that exceed  
11                                   the ordinary. The Employer determines which positions qualify for  
12                                   premium.

13          B.     All assignment pay rates and special pay ranges and notes are attached as  
14                                   [Appendix H](#) to this Agreement.

15     **32.24 Premium Pay**

16          A.     McNeil Island Premium

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

22          B.     Specialty Teams Premium

23                   Basic salary plus two (2) ranges shall be paid to trained and qualified  
24                                   employees who are assigned by the appointing authority to be members of  
25                                   the following designated specialty teams: Emergency Response Team



1 (ERT), Special Emergency Response Team (SERT), Inmate Recovery  
2 Team (IRT), Crisis Negotiation Team (CRT), Resilience Support Team  
3 (RST), Honor Guard and Department Incident Management Team (DIMT).

4 C. Correctional Officer Field Training Program (COFTP) ~~Trainer Training~~  
5 ~~Sergeant~~ Premium

6 A Custody-Employee ~~Sergeant~~ who volunteers and is designated by the  
7 appointing authority or designee as a COFTP trainer ~~training-~~sergeant~~~~ will  
8 receive their base salary plus three percent (3%) for the duration of their  
9 COFTP trainer ~~training-~~sergeant~~~~ assignment.

10 D. Nurse Preceptorship Premium

11 Experienced nurses who are proficient in their work may volunteer and be  
12 assigned by the Employer to preceptor. Preceptors participate in the  
13 planning, organizing, knowledge and skill development, and assessment of  
14 one (1) or more new or current employees. Preceptorship duties may include  
15 teaching, clinical supervision, role modeling, feedback and skill  
16 assessments (verbal or written) of new or current employees. Nurses  
17 assigned as preceptors per the above, will receive preceptor premium pay  
18 of two dollars and fifty cents (\$2.50) per hour while they are assigned as  
19 preceptors.

## 20 **32.25 Dependent Care Salary Reduction Plan**

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

1    **32.26 Pretax Health Care Premiums**

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

5    **32.27 Medical/Dental Expense Account**

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

11   **32.28 Voluntary Separation Incentives – Voluntary Retirement Incentives**

12          Agencies will have the discretion to participate in a Voluntary Separation Incentive  
13          Program or a Voluntary Retirement Incentive Program, if such program is provided  
14          for in the 2023-2025 operating budget. Such participation must be in accordance  
15          with the program guidelines. Program incentives or offering of such incentives are  
16          not subject to the grievance procedure.

17   ~~**32.29 Lump Sum**~~

18          ~~Each bargaining unit member will be paid a one-time lump sum bonus of one~~  
19          ~~thousand, five hundred dollars (\$1,500.00) on July 1, 2023.~~

20   ~~**32.30 One Time Lump Sum Payment for Providing Proof of COVID-19 Booster**~~

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

23          ~~Employees who choose to be boosted, at a location of their choosing, and~~  
24          ~~voluntarily provide their Employer with proof of a COVID-19 booster,~~  
25          ~~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 (\$1,000.00) 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 (1) lump sum payment regardless, if they occupy more than one (1) 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.~~

~~2. 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 a two

1                   hundred fifty dollar (\$250.00) referral incentive. In addition, once the  
2                   referred person completes their probationary period, the referring employee  
3                   will receive an additional two hundred fifty dollar (\$250.00) referral  
4                   incentive.

5           B.     Registered Nurse 2 and Medical Assistants

6                   Current employees who refer a person that is hired will receive a two  
7                   hundred fifty dollar (\$250.00) referral incentive. In addition, once the  
8                   referred person completes their probationary period, the referring employee  
9                   will receive an additional two hundred fifty dollar (\$250.00) referral  
10                  incentive.

11           C.     Employees in positions that have recruitment as a designated job duty are  
12                  not eligible to receive the referral incentives.

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

\_\_\_\_\_  
/s/           9/25/2024

\_\_\_\_\_  
/s/           9/25/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

13

1 **ARTICLE 34**  
2 **SENIORITY**

3 **34.1 Overtime, Extended Duty Assignment, Bid System and Vacation Selection**  
4 **Seniority**

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

8 A. Employees Within a Teamsters DOC Bargaining Unit on July 1, 2009

- 9 1. Seniority for full-time employees will be defined as the employee's  
10 length of unbroken state service.
- 11 2. Seniority for part-time or on-call employees will be based on  
12 straight-time hours worked.
- 13 3. If an employee appointed prior to July 1, 2009, leaves a Teamsters  
14 DOC bargaining unit after July 1, 2009, their seniority will be  
15 calculated under [Subsection 34.1](#) (B).
- 16 4. If an employee is permanently assigned to a position in the  
17 Teamsters bargaining unit and accepts a non-permanent  
18 appointment outside of the bargaining unit, the employee's seniority  
19 will not be affected.

20 B. Employees Appointed to a Position in a Teamsters DOC Bargaining Unit  
21 After July 1, 2009

22 Seniority for full-time employees appointed after July 1, 2009, will be  
23 defined as the employee's length of unbroken state service less any time  
24 spent in state service appointments outside of Teamsters DOC bargaining  
25 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;

- 1           B.     Compensable work-related injury or illness leave;
- 2           C.     Government service leave and leave to enter the Peace Corps, not to exceed
- 3                 twenty-seven (27) months;
- 4           D.     Educational leave, contingent upon successful completion of the
- 5                 coursework; and/or
- 6           E.     Reducing the effects of a layoff.

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

15   **34.4   Ties**

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

- 19          A.     Longest total time in Teamsters DOC bargaining units;
- 20          B.     Longest continuous time within their current job classification;
- 21          C.     Longest continuous time with the agency; and
- 22          D.     By ~~lot~~ [personnel number](#).





1  
2  
**ARTICLE 35**  
**LAYOFF AND RECALL**

3 **35.1 Basis for Layoff**

4 Layoffs may occur for any of the following reasons:

- 5 A. Lack of funds;
- 6 B. Lack of work;
- 7 C. Good faith reorganization;
- 8 D. Ineligibility to continue in a position that was reallocated;
- 9 E. Termination of a project; or
- 10 F. Fewer positions available than the number of employees entitled to such
- 11 positions either by statute or other provision.

12 **35.2 Voluntary Layoff, Leave of Absence or Reduction in Hours**

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

21 **35.3 Non-Permanent and Probationary Employees**

22 Employees with permanent status will not be separated from state service through  
23 a layoff action without first being offered positions they have the skills and ability  
24 to perform within their current job classification within the layoff unit currently

1 held by non-permanent, and probationary employees. Non-permanent employees  
2 will be separated from employment before probationary employees.

3 **35.4 Temporary Layoff**

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

12 **35.5 Layoff**

13 Employees will be laid off in accordance with seniority, as defined in [Article 34](#),  
14 Seniority, subject to the employee possessing the required skills and abilities for  
15 the position.

16 **35.6 Layoff Units**

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

21 A. Institution

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

24 B. County

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

5 C. County Group

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

9 1. Group 1

10 Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat,  
11 Walla Walla and Yakima.

12 2. Group 2

13 Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend  
14 Oreille, Spokane, Stevens and Whitman.

15 3. Group 3

16 Clallam, Jefferson, Skagit, Snohomish and Whatcom.

17 4. Group 4

18 Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific,  
19 Skamania, Thurston and Wahkiakum.

20 5. Group 5

21 King and Pierce.

22 D. Statewide

1                   If no option is available within the county group layoff unit, the statewide  
2                   layoff unit will be considered the layoff unit.

3    **35.7   Formal Options**

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

6                   A.     A funded vacant position for which the employee has the skills and abilities  
7                   within their job classification;

8                   B.     A funded filled position held by the least senior employee for which the  
9                   employee has the skills and abilities, within their current permanent job  
10                  classification; and

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

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

19    **35.8   Informal Options**

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

1    **35.9    Notice**

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

13    **35.10   Salary**

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

16          A.     Transfer or Bump

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

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

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

26          C.     Salary upon Appointment from an Internal Layoff List

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

### 13 **35.11 Moving Expense**

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

### 18 **35.12 Transition Review Period**

19 The Employer will require an employee to complete a six (6) month transition  
20 review period when the employee accepts a layoff option to a job classification in  
21 which they have not held permanent status, been appointed from the General  
22 Government Transition Pool Program, or been appointed from an internal layoff  
23 list. The Employer may extend the transition review period to no more than twelve  
24 (12) consecutive months due to specific documented training requirements. The  
25 Employer will have the authority to shorten an employee's review period.  
26 Employees will receive a permanent appointment to the position upon successful  
27 completion of the transition review period. The Employer may separate an  
28 employee or an employee may voluntarily separate during the transition review  
29 period. Upon separation, and at the employee's request, the employee's name will

1 be placed on or returned to the internal layoff list. The employee will remain on the  
2 list until such time as their eligibility expires or they have been rehired into a  
3 position other than the one they have been separated from during their transition  
4 review period. Separation during the transition review period will not be subject to  
5 the grievance procedure in [Article 9](#).

6 **35.13 Recall**

7 A. The Employer will maintain layoff lists for each job classification, which  
8 will include geographical availability. Employees who are laid off or have  
9 been notified that they are scheduled for layoff, may have their name placed  
10 on the lists for the job classification from which they were laid off or  
11 bumped and will indicate the geographical areas in which they are willing  
12 to accept employment. Additionally, employees may request to have their  
13 name placed on layoff lists for other job classifications in which they have  
14 held permanent status. An employee will remain on the layoff lists for two  
15 (2) years from the effective date of the qualifying action and may request to  
16 be placed on the layoff lists for which they qualify at any time within the  
17 two (2) year period.

18 B. When a vacancy occurs within an agency and when there are names on a  
19 layoff list, the Employer will fill the position in accordance with [Section](#)  
20 [15.2](#), Hiring and Appointments. An employee will be removed from the  
21 layoff list if they are certified from the list and waive the appointment to a  
22 position two (2) times.

23 C. Employees who have taken a demotion in lieu of layoff may also request to  
24 have their name placed on the agency's internal layoff list of the job  
25 classification they held permanent status in prior to the demotion.

1 **35.14 General Government Transition Pool Program**

2 Employees who are notified that they are at risk of being laid off or have been laid  
3 off may request their names be placed into the General Government Transition Pool  
4 Program administered by the Department of Enterprise Services. When a vacancy  
5 occurs, the Employer will consider employees in the General Government  
6 Transition Pool Program along with all other candidates, all of whom must have  
7 the skills and abilities to perform the duties of a position being filled.

8 **35.15 Project Employment**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/ 9/30/2024

/s/ 9/30/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117



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## 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 transport bus position, the Employer will reimburse the cost of the initial certification, license, and physical exam when the employee successfully bids into a transport bus position. For all positions where a CDL certification and license is required, the employer will reimburse the employee for the cost of the CDL certification and license renewal, but not for the cost of the physical exam, upon the employee providing appropriate verifying documentation.  
~~All renewal costs will be the responsibility of the employee.~~

The employer will reimburse renewal costs for the licensure/certification for the following positions:

- a. Plumber/pipefitter/steamfitter supervisors
- b. Plumbers/pipefitter/steamfitter
- c. Wastewater Treatment Plant Operators
- d. Electrician Supervisors
- e. Electrician
- a.f. Maintenance Mechanic 4’s where an electrical license is required



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**ARTICLE 43**  
**SAVINGS CLAUSE**

3

4 If any court or board of competent jurisdiction finds any Article, Section or portion of this  
5 Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full  
6 force and effect. If such a finding is made, the parties agree to make themselves available  
7 to negotiate a substitute for the invalid Article, Section or portion.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/ 9/30/2024

/s/ 9/30/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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**ARTICLE 45**  
**TERM OF AGREEMENT**

**45.1 Duration**

All provisions of this Agreement will become effective July 1, 202~~5~~<sup>3</sup>, and will remain in full force and effect through June 30, 202~~7~~<sup>5</sup>.

**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~~6~~<sup>4</sup> and no later than January 31, 202~~6~~<sup>4</sup>. 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 & Compensation Policy Section (OFM/SHR/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/SHR/LRS. In the event the OFM/SHR/LRS delegates the authority to negotiate supplemental agreements or Memoranda of Understanding to an secretary during the term of this Agreement, the following will apply:

- A. All supplemental agreements or Memoranda of Understanding (MOU) will be considered tentative agreements until approved by OFM/SHR/LRS; and



1 **ARTICLE X**

2 **HEALTH CARE BENEFITS AMOUNTS**

3 X.1 A. For the 2025-2027 ~~3-2025~~ biennium, the Employer Medical Contribution  
4 (EMC) will be an amount equal to eighty-five percent (85%) of the monthly  
5 premium for the self-insured Uniform Medical Plan (UMP) Classic for each  
6 bargaining unit employee eligible for insurance each month, as determined  
7 by the Public Employees Benefits Board (PEBB). In no instance will the  
8 employee contribution be less than two percent (2%) of the EMC per month.

9 B. The point-of-service costs of the Classic Uniform Medical Plan (deductible,  
10 out-of-pocket maximums and co-insurance/co-payment) may not be  
11 changed for the purpose of shifting health care costs to plan participants,  
12 but may be changed from the 2014 plan under two (2) circumstances:

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

15 C. Value-based benefits designs will:

- 16 1. Be designed to achieve higher quality, lower aggregate health care  
17 services cost (as opposed to plan costs);
- 18 2. Use clinical evidence; and
- 19 3. Be the decision of the PEBB.

20 ~~DC.~~ Article X.1 (B) and (C) will expire June 30, 2027~~5~~.

21 X.2 ~~A.~~ The Employer will pay the entire premium costs for each bargaining  
22 unit employee for dental, stand-alone vision, basic life, and any offered  
23 basic long-term disability insurance coverage. If changes to the long-term  
24 disability benefit structure occur during the life of this Agreement, the

1 Employer recognizes its obligation to bargain with the Coalition over  
2 impacts of those changes within the scope of bargaining.

3 ~~B. If the PEBB authorizes stand-alone vision insurance coverage, then the~~  
4 ~~Employer will pay the entire premium costs for each bargaining unit~~  
5 ~~employee.~~

6 **X.3 Wellness**

7 A. To support the statewide goal for a healthy and productive workforce,  
8 employees are encouraged to participate in a Well-Being Assessment  
9 survey. Employees will be granted work time and may use a state computer  
10 to complete the survey.

11 B. The Coalition of Unions agrees to partner with the Employer to educate  
12 their members on the wellness program and encourage participation.  
13 Eligible, enrolled subscribers shall have the option to earn an annual one  
14 hundred twenty-five dollars (\$125.00) or more wellness incentive in the  
15 form of reduction in deductible or deposit into the Health Savings Account  
16 upon successful completion of required Smart Health Program activities.  
17 During the term of this Agreement, the Steering Committee created by  
18 Executive Order 13-06 shall make recommendations to the PEBB regarding  
19 changes to the wellness incentive or the elements of the Smart Health  
20 Program.

21 **X.4** The PEBB Program shall provide information on the Employer Sponsored  
22 Insurance Premium Payment Program on its website and in an open enrollment  
23 publication annually.

24 **X.5 ~~Medical~~ Flexible Spending Arrangement**

25 A. During January 202~~6~~<sup>4</sup> and again in January 202~~7~~<sup>5</sup>, the Employer will make  
26 available ~~two~~ three hundred ~~fifty~~ dollars (~~\$300~~ 250) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member  
2 represented by a Union in the Coalition described in RCW 41.80.020(3),  
3 who meets the criteria in Subsection X.5 B below.

4 B. In accordance with IRS regulations and guidance, the Employer FSA funds  
5 will be made available for a Coalition bargaining unit employee who:

6 1. Is occupying a position that has an annual full-time equivalent base  
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty four thousand, five  
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~  
9 (\$68,004.00) or less on November 1 of the year prior to the year the  
10 Employer FSA funds are being made available; and

11 2. Meets PEBB program eligibility requirements to receive the  
12 Employer contribution for PEBB medical benefits on January 1 of  
13 the plan year in which the Employer FSA funds are made available,  
14 is not enrolled in a high-deductible health plan, and does not waive  
15 enrollment in a PEBB medical plan except to be covered as a  
16 dependent on another PEBB non-high deductible health plan.

17 3. Hourly employees' annual base salary shall be the base hourly rate  
18 multiplied by two thousand, eighty-eight (2,088).

19 4. Base salary excludes overtime, shift differential and all other  
20 premiums or payments.

21 C. ~~An -medical~~ FSA will be established for all employees eligible under this  
22 Section who do not otherwise have one. An employee who is eligible for  
23 Employer FSA funds may decline this benefit but cannot receive cash in  
24 lieu of this benefit.

25 D. The provisions of the State's salary reduction plan will apply. In the event  
26 that a federal tax that takes into account contributions to an FSA is imposed





1 TENTATIVE AGREEMENT

2  
3 **APPENDIX A**

4 **BARGAINING UNITS REPRESENTED BY TEAMSTERS LOCAL UNION NO. 117**

5 Case 20396-E-06-3155 – Decision 9351

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

13 All supervisory classified employees of the State of Washington working for the DOC in  
14 correctional institutions, the correctional industries program, the sex offender treatment  
15 program, and regional business service center, excluding persons exempt from the  
16 coverage of Chapter 41.06 RCW, employees in the Washington Management Services,  
17 confidential employees, non-supervisory employees, institutions employees in historically-  
18 excluded groups that have not been modified by subsequent orders, and all other employees  
19 of the Employer.

20 Case 138152-E-24 – Decision 13872

21 All Band 1 and Band 2 Washington Management Service employees working in  
22 the Men's Prisons and Women's Prisons Divisions at the Washington State  
23 Department of Corrections; excluding Band 1 and Band 2 Washington Management  
24 Service employees who supervise other Band 1 and Band 2 Washington Management  
25 Service employees, Washington Management Service employees excluded from  
26 bargaining under RCW 41.80.430( 1)(b), confidential employees, and all other  
27 employees.

28  
29 Case 138153-E-24 – Decision 13838  
30

1 [All Band 1 and Band 2 Washington Management Service employees working in](#)  
2 [the Community Corrections Division at the Washington State Department of](#)  
3 [Corrections; excluding Band 1 and Band 2 Washington Management Service](#)  
4 [employees who supervise other Band 1 and Band 2 Washington Management Service](#)  
5 [employees, Washington Management Service employees excluded from bargaining](#)  
6 [under RCW 41.80.430\(I\)\(b\), confidential employees, and all other employees.](#)  
7

8 [Case 20301-E-06-3136 – Decision 9322](#) (Psychiatric Social Workers)

9 [Case 21099-E-07-3270 – Decision 9780](#) (Psychology Associates)

10 [Case 21068-E-07-3263 – Decision 9751](#) (Chaplains)

11 [Case 21061-E-07-3262 – Decision 9752](#) (Psychiatrists)

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

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

14 [Case 27223-E-15 – Decision 12381](#) (Dentist)

15 [Case 128079-E-16 – Decision 12574](#) (Registered Nurse 3)

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

17 [Case 128492-E-16 – Decision 12643](#) (Marine Department)

18 [Case 128551-E-16 – Decision 12658](#) (Recreation & Athletics Specialist 4)

19 [Case 128781-E-17 – Decision 12667](#) (Correction Specialist 2 Supervisory)

20 [Case 128674-E-17 – Decision 12668](#) (Correction Specialist 2 Non-Supervisory)

21 [Case 128675-E-17 – Decision 12673](#) (Occupational Nurse Consultants)

22 [Case 128841-E-17 – Decision 12721](#) (Administrative Assistant 3/CBCC)

23 [Case 128922-E-17 – Decision 12743](#) (Correction Specialist 1)

- 1 [Case 128965-E-17 – Decision 12745](#) (Corrections Specialist 3/Hearings Officers)
- 2 [Case 128954-E-17 – Decision 12739](#) (Correctional Officer 4)
- 3 [Case 129595-E-17 – Decision 12795](#) (Safety Officer 2)
- 4 [Case 129596-E-17 – Decision 12798](#) (Correction Specialist 3/Offender Change Division)
- 5 [Case 129619-E-17 – Decision 12803](#) (Corrections Specialist 3/WCC)
- 6 [Case 129647-E-17 – Decision 12799](#) (Corrections Specialist 3/HQ Class and Case  
7 Management)
- 8 [Case 129747-E-17 – Decision 12811](#) (Investigators/Intelligence & Investigations Unit)
- 9 [Case 129786-E-17 – Decision 12822](#) (Safety Officer 3)
- 10 [Case 129800-E-17 – Decision 12824](#) (Investigator 3/ISRB)
- 11 [Case 129809-E-17 – Decision 12834](#) (Procurement & Supply Specialists 2 and 3)
- 12 [Case 129836-E-17 – Decision 12833](#) (Administrative Assistant 3/WSP)
- 13 [Case 129984-E-17 – Decision 12840](#) (PREA Unit – Corrections Specialist 3, Secretary  
14 Senior, Office Assistant 3, and Research Analyst 3)
- 15 [Case 130027-E-18 – Decision 12854](#) (Correction Specialist 3 – Statewide Visit Specialist)
- 16 [Case 130377-E-18 – Decision 12855](#) (Program Specialist 5)
- 17 [Case 130431-E-18 – Decision 12857](#) (ISRB Records Technician)
- 18 [Case 130432-E-18 – Decision 12865](#) (Corrections Specialist 3 Security Specialists)
- 19 [Case 130433-E-18 – Decision 12856](#) (Investigator 3/HQ)
- 20 [Case 130631-E-18 – Decision 12892](#) (Corrections Specialist 3/HQ/Reentry)

- 1 [Case 130648-E-18 – Decision 12888](#) (Purchasing Specialist Supervisor 2)
- 2 [Case 130649-E-18 – Decision 12887](#) (Classification Counselor 3/HQ)
- 3 [Case 130796-E-18 – Decision 12918](#) (Investigator 1)
- 4 [Case 130803-E-18 – Decision 12919](#) (Program Specialist 5 Supervisors)
- 5 [Case 130927-E-18 – Decision 12934](#) (Communications Consultant 4 and Corrections  
6 Specialist 3)
- 7 [Case 131112-E-18 – Decision 12970](#) (Administrative Assistant 1)
- 8 [Case 131120-E-18 – Decision 12971](#) (Forms & Records Analyst 2)
- 9 [Case 131121-E-18 – Decision 12972](#) (Human Resource Consultant Assistant 2)
- 10 [Case 131174-E-18 – Decision 13024](#) (Program Specialist 4)
- 11 [Case 131175-E-18 – Decision 13039](#) (Program Specialist 5)
- 12 [Case 131243-E-19 – Decision 13176](#) (Administrative Assistant 3)
- 13 [Case 131244-E-19 – Decision 12979](#) (Program Assistant)
- 14 [Case 131521-E-19 – Decision 13051](#) (Procurement and Supply Specialist 4 Supervisors)
- 15 [Case 131874-E-19 – Decision 13117](#) (Fiscal Analyst 5)
- 16 [Case 131875-E-19 – Decision 13054](#) (Corrections Specialist 3)
- 17 [Case 131910-E-19 – Decision 13069](#) (Public Disclosure Supervisors)
- 18 [Case 131912-E-19 – Decision 13071](#) (Maintenance Specialist 4)
- 19 [Case 132190-E-19 – Decision 13163](#) (Communications Consultant 3)
- 20 [Case 132208-E-19 – Decision 13199](#) (Secretary Senior)

- 1 [Case 132209-E-19 – Decision 13170](#) (Correctional Records Technician/Re-entry Division)
- 2 [Case 132608-E-20 – Decision 13198](#) (Budget Analyst 3 and 4)
- 3 [Case 134077-E-21 – Decision 13374](#) (Corrections Specialist 4 Supervisors)
- 4 [Case 134191-E-21 – Decision 13375](#) (Corrections Specialist 3)
- 5 [Case 134264-E-21 – Decision 13673](#) (Corrections Specialist 3)
- 6 [Case 134409-E-21 – Decision 13449](#) (Corrections Specialist 3/SIF Unit)
- 7 [Case 134410-E-21 – Decision 13467](#) (Corrections Specialist 4/SARU Unit)
- 8 [Case 134419-E-21 – Decision 13450](#) (Administrative Assistant 3/ISRB Unit)
- 9 [Case 134807-E-22 – Decision 13493](#) (Corrections Specialist 4/AHCC)
- 10 [Case 135047-E-22 – Decision 13523](#) (Communications Consultant 3)
- 11 [Case 135311-E-22 – Decision 13565](#) (Staff Psychologists/HQ)
- 12 [Case 135320-E-22 – Decision 13570](#) (Corrections Specialist 4 – Program Manager)
- 13 [Case 135384-E-22 – Decision 13581](#) (Corrections Specialist 3 – Roster Manager)
- 14 [Case 135564-E-22 – Decision 13566](#) (Maintenance Mechanic 4/Maple Lane)
- 15 [Case 135918-E-22 – Decision 13625](#) (Secretary Senior, Management Analyst, Program  
16 Specialist 4/HQ)
- 17 [Case 136349-E-23 – Decision 13668](#) (Correction Specialist 4 – Engagement and Outreach)
- 18 [Case 136368-E-23 – Decision 13684 \(Administrative Assistant 3-Direct Admin Support\)](#)
- 19 [Case 137497-E-23 – Decision 137771 \(Psychologist 4-Reentry\)](#)
- 20 [Case 137647-E-23 – Decision 13765 \(Administrative Assistant 3\)](#)

- 1 [Case 137669-E-23 – Decision 13791 \(Corrections Specialist 4-HQ Canine\)](#)
- 2 [Case 138102-E-24 – Decision 13827 \(Corrections Specialist 4 - Health Services Reentry\)](#)
- 3 [Case 138175-E-24 – Decision 13858 \(Management Analysts\)](#)
- 4 [Case 138176-E-24 – Decision 13903 \(Records Analyst Supervisors\)](#)
- 5 [Case 138692-E-24 – Decision 13856 \(Registered Nurse 4\)](#)
- 6 NOTE: Previous bargaining unit descriptions can be found in [Case Number 19179-C-05-](#)
- 7 [1224 – Decision 9269](#) and [Case Number 19184-C-05-1225 – Decision 9270](#).

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ Date 11/04/2024

/s/ Date 11/04/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations & Compensation  
Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

1  
2

**APPENDIX F**  
**ASSIGNMENT PAY**

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

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

<b>CLASS TITLE</b>	<b>CLASS CODE</b>	<b>PREMIUM</b>	<b>REFERENCE#</b>
<b>GROUP A</b>			
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
<b>GROUP B</b>			
Dual Language Requirement		2 ranges	18
Defensive Tactics		\$15.00/hour	42



1 **GROUP C\***

---

2 The Department of Corrections may, at its discretion apply premiums, not to exceed the  
3 indicated limit, in order to address problems of recruitment and retention. A premium  
4 shown to be applicable to an entire class at a location (institution/office) must be applied  
5 to that class uniformly at that location. "At its discretion" means that the only permissible  
6 grievance of such a decision is limited to whether or not the decision in question was  
7 arbitrary and capricious or violated the express terms of this provision. Once applied, a  
8 premium may not be reduced for the life of the Agreement.

9

<b>Classification</b>	<b>Classification Code</b>	<b>Premium Limit</b>	<b>Location(s)</b>
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

10  
11 \*PERC decision 26673-I-14-0659

---

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

17  
18 **REFERENCE #18:** Employees in any position whose current, assigned job  
19 responsibilities include proficient use of written and oral English and proficiency in  
20 speaking and/or writing one (1) or more foreign languages, American Sign Language, or  
21 Unified English Braille, provided that proficiency or formal training in such additional  
22 language is not required in the specifications for the job class. Basic salary plus two (2)  
23 additional ranges. (Rev. 5/92)

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

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

10

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/

Date 10/29/2024

/s/

Date 10/29/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations & Compensation  
Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

17



1  
2 **APPENDIX I**  
3 **REGISTERED NURSES AND LICENSED PRACTICAL NURSES**  
4 **REPRESENTED BY TEAMSTERS LOCAL UNION 117**

5 The parties agree that pursuant to State Law limiting the circumstances under which  
6 overtime for licensed nurses can be mandated overtime and to bring the agency up to  
7 current industry practice thereby reducing attrition and enhancing recruitment efforts, that  
8 the employer may allow all nursing staff, including contracted agency provided staff, to  
9 sign up and be scheduled for voluntary overtime up to 30 days in advance of the voluntary  
10 overtime shift.

11 The parties further agree that the process below constitutes “reasonable efforts” to obtain  
12 staffing by the Department of Corrections (DOC), pursuant to LNI guidelines and RCW  
13 49.28.130(6) and 49.28.140(3)(c), when assigning overtime shifts for nurses at DOC  
14 facilities. DOC shall document that it undertook each of the following steps in successive  
15 order:

- 16 1. Prior to assigning overtime, the Employer will offer the assignment of the work to  
17 on-call nurses who are not in overtime status (i.e., have not yet worked forty [40]  
18 hours in the workweek).
- 19 2. If no on-call nurses are available, nurses in the same job classification as the  
20 post/duties requiring coverage or those contracted through an agency provider who  
21 have signed-up for voluntary overtime ~~under Article 17 of the parties’ 2023-2025~~  
22 ~~Collective Bargaining Agreement (CBA)~~ will be assigned/offered the overtime.  
23 Such overtime will first be assigned/offered to bargaining unit members based on  
24 seniority and then to those contracted through an agency provider. Bargaining unit  
25 members will maintain priority in the assignment of voluntary overtime. ~~Nurses~~  
26 ~~who are on-duty who have signed-up on the voluntary overtime list for the next~~  
27 ~~scheduled shift may not refuse an assignment of overtime.~~ On-call nurses ~~who have~~  
28 ~~reached forty (40) hours in a workweek~~ are eligible to sign-up for voluntary  
overtime under Article 17 of the parties’ CBA.

- 1 3. After the voluntary sign-up list has been exhausted for nurses in the same job  
2 classification as the post/duties requiring coverage, the Employer will solicit  
3 volunteers who are in the same job classification as the post/duties requiring  
4 coverage and who are already on-duty (“All Call”). If more than one (1) nurse  
5 responds to an All Call, the Employer will offer the available position(s) on a first-  
6 come, first-served basis.
  
- 7 4. If there are still insufficient volunteers after the “All Call,” nurses in different job  
8 classifications as the post/duties requiring coverage who have signed-up for  
9 voluntary overtime under Article 17 of the parties’ ~~2023-2025~~ 2025-2027 CBA will  
10 be provided the opportunity to work the overtime, if the duties to be performed are  
11 within the scope of their license. Such overtime will be assigned/offered based on  
12 seniority. ~~Nurses who are on-duty who have signed-up on the voluntary overtime~~  
13 ~~list for the next scheduled shift may not refuse an assignment of overtime.~~
  
- 14 5. If there are still insufficient volunteers, the Employer will solicit volunteers in  
15 different job classifications as the post/duties requiring coverage and who are  
16 already on-duty, if the duties to be performed are within the scope of their license.  
17 If more than one (1) nurse responds to the second “All Call,” the Employer will  
18 offer the available position(s) on a first-come, first-served basis.
  
- 19 6. If there are still insufficient volunteers, the Employer will offer the overtime to on-  
20 call nurses who are in overtime status (i.e., have already worked or are pre-  
21 scheduled to work forty [40] hours in the workweek), but who are not on-duty and  
22 have not signed-up for voluntary overtime under Article 17 of the parties’ CBA;  
23 provided on-call nurses will be provided an opportunity to request not to be called  
24 at home and offered the opportunity to work overtime. Consistent with Section  
25 32.14 of the parties’ CBA, on-call nurses are not entitled to callback compensation.
  
- 26 7. If there are still insufficient volunteers, the Employer will, in seniority order, call  
27 nurses in the same job classification as the post/duties requiring coverage, who are  
28 not on-duty and have not signed-up for voluntary overtime under Article 17 of the  
29 parties’ CBA, and offer the overtime, provided:

1           a.       Nurses will be provided an opportunity to request not to be called at home  
2                   and offered the opportunity to work overtime; and

3           b.       Nurses who are not on-duty, have not signed-up for voluntary overtime, and  
4                   agree to work the overtime shift will be entitled to callback compensation  
5                   in accordance with [Section 32.14](#) of the parties' CBA.

6    8.       If there are still insufficient volunteers, the Employer will, in seniority order, call  
7                   nurses in a different job classification as the post/duties requiring coverage, who  
8                   are not on-duty and have not signed-up for voluntary overtime under [Article 17](#) of  
9                   the parties' CBA, and offer the overtime if the duties to be performed are within  
10                  the scope of their license, provided:

11           a.       Nurses will be provided an opportunity to request not to be called at home  
12                   and offered the opportunity to work overtime; and

13           b.       Nurses who are not on-duty, have not signed-up for voluntary overtime, and  
14                   agree to work the overtime shift will be entitled to callback compensation  
15                   in accordance with [Section 32.14](#) of the parties' CBA.

16    9.       If there are still insufficient volunteers, the Employer will contact nurses contracted  
17                   through an agency provider who are currently working a block segment at the  
18                   facility and offer the opportunity to work the overtime shift.

19    10.      Mandatory overtime pursuant to [Section 17.2 \(F\)](#) of the parties' CBA may be  
20                   assigned only if the facility is unable to fill a nursing post, has documented  
21                   completion of Steps 1 through 9 above, and the overtime is required pursuant to the  
22                   reasons specified in [RCW 49.28.140\(3\)](#).

23    Nurses who are contacted at home as a result of the process outlined above will not be  
24    entitled to compensation for the duration of the telephone call. In the event that the most  
25    senior nurse is not on-duty and cannot be reached (i.e., no answer) when assignments are  
26    being offered, the next nurse in descending seniority order will be contacted. A nurse who  
27    returns a call, after not answering a call, will only be offered an overtime opportunity if

1 one still exists. When a nurse accepts an overtime assignment but cannot report to the  
2 facility at the time the shift starts, the least senior nurse who is currently on-duty will be  
3 required to work until the nurse who accepted the overtime assignment reports to the  
4 facility.

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

9 If there is a conflict between this Appendix and [Article 17](#) and/or [Section 23.7](#) of the  
10 parties' ~~2023-2025~~ [2025-2027](#) CBA, the provisions of this Appendix will govern. An  
11 alleged violation of this Appendix shall be subject to the grievance procedure outlined in  
12 [Article 9](#) of the parties' CBA.

### TENTATIVE AGREEMENT REACHED

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/ 9/25/2024

/s/ 9/25/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117





- 27                   b.       The Union can request that the arbitration award be submitted to the  
28                                Legislature in the governor’s budget for funding to implement the award.  
29                                The award will not be implemented unless or until the Legislature funds the  
30                                arbitration award.

31   **Section 2. 2027-2029 Bargaining**

32   In accordance with [RCW 41.80.090](#), the parties have agreed to the following impasse procedure for the  
33   negotiations of the 2027-2029 Teamsters 117 CBA for DOC employees:

34   A.     By September 7, 2025, the parties will attempt to agree on an interest arbitrator to be used  
35           in the event the parties are not successful in reaching agreement through negotiations for a  
36           comprehensive CBA for the 2027-2029 biennium. The parties will select an arbitrator by  
37           mutual agreement or by alternatively striking names from a regional list of seven (7)  
38           qualified arbitrators provided by the Federal Mediation and Conciliation Service.

39   B.     The fees and expenses of the arbitrator, the court reporter (if any) and the cost of the hearing  
40           room (if any), will be shared equally between the parties. Each party is responsible for the  
41           costs of its attorneys, representatives and witnesses, and all other costs related to the  
42           development and presentation of their case.

43   C.     Immediately upon selecting an interest arbitrator, the parties shall cooperate to reserve  
44           dates with the arbitrator for a potential hearing between August 1, 2026 and September 15,  
45           2026. The parties shall also prepare a schedule of at least five (5) negotiation dates, absent  
46           an agreement to the contrary.

47   D.     The parties shall execute a written agreement before December 15, 2027, setting forth the  
48           name of the arbitrator and the dates reserved for bargaining and arbitration.

49   E.     The arbitrator may consider only matters that are subject to bargaining under  
50           [RCW 41.80.020\(1\)](#), and may not consider those subjects under [RCW 41.80.020\(2\)](#) & (3)  
51           and [RCW 41.80.040](#).

- 52 F. In making its determination, the arbitrator shall take into consideration the following  
53 factors:
- 54 1. The financial ability of the DOC to pay for the compensation and benefit provisions  
55 of a CBA;
  - 56 2. The constitutional and statutory authority of the Employer;
  - 57 3. Stipulations of the parties;
  - 58 4. Comparison of the wages, hours and conditions of employment of personnel  
59 involved in the proceedings with the wages, hours and conditions of employment  
60 of like personnel of like state government employers of similar size in the western  
61 United States;
  - 62 5. The ability of the DOC to retain employees;
  - 63 6. The overall compensation presently received by DOC employees, including direct  
64 wage compensation, vacations, holidays and other paid excused time, pensions,  
65 insurance benefit, and all other direct or indirect monetary benefits received;
  - 66 7. Changes in any of the factors listed in this Subsection during the pendency of the  
67 proceedings; and
  - 68 8. Such other factors which are normally or traditionally taken into consideration in  
69 the determination of matters that are subject to bargaining under  
70 [RCW 41.80.020\(1\)](#).
- 71 G. The decision of an arbitrator under this Section is subject to the October 1st deadline and  
72 financial feasibility provisions of [RCW 41.80.010\(3\)](#).
- 73 H. The decision of an arbitrator is not binding on the Legislature and, if the Legislature does  
74 not approve the funds necessary to implement provisions pertaining to the compensation

75 and fringe benefit provision of an interest arbitration award, the provisions are not binding  
76 on the State or DOC.

77 I. Procedures for interest arbitration:

78 1. To the extent applicable, the parties intend that [WAC Chapter 391-55](#) controls the  
79 procedures for interest arbitration under this MOU.

80 **Section 3.**

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

83

84 **Section 4. Duration**

85 The provisions of this MOU will expire on June 30, 2027.

86 **Dated: June 7, 2024**

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 6/13/2024

/s/ 6/13/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

87

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 the 2025-2027 budget.

# ADDENDUM A

## Teamsters L117 DOC WMS

1           **WMS ARTICLES FOLLOWING CURRENT CONTRACT LANGUAGE**

2    The following Articles are Tentatively Agreed to as the current contract language contained  
3    in the Main Body of the most current Teamsters L117 DOC Collective Bargaining  
4    Agreement:

- 5    Article 1        Non-Discrimination
- 6    Article 2        Union Recognition
- 7    Article 3        Management Rights
- 8    Article 4        Employee Rights
- 9    Article 5        Union Management Relations
- 10   Article 6        Union Activities
- 11   Article 7        Representational Activities
- 12   Article 13       Safety and Health
- 13   Article 14       Drug and Alcohol Free Workplace
- 14   Article 20        Holidays
- 15   Article 24        Family and Medical Leave...
- 16   Article 25        Shared Leave
- 17   Article 26        Leave Without Pay
- 18   Article 27        Severe Inclement Weather...
- 19   Article 28        Fitness for Duty and Disability Separation
- 20   Article 33        Healthcare Benefits Amount
- 21   Article 36        Uniforms Tools and Equipment
- 22   Article 37        Licensure and Certification
- 23   Article 38        Strikes and Lockouts
- 24   Article 39        Volunteers
- 25   Article 40        Travel Meals and Expenses







1 management determines the alleged misconduct is so serious in nature as to warrant  
2 the removal of the employee from work. The appointing authority shall state in  
3 writing the nature of the alleged misconduct supporting the home assignment.

#### 4 **8.5 Investigation Process**

5 A. The Employer has the authority to determine the method of conducting  
6 investigations, subject to the just cause standard.

7 B. At the time the appointing authority notifies the employee that they are  
8 under investigation ~~assigns an investigator, the~~ an employee ~~who is the~~  
9 ~~subject of an investigation~~ will be informed ~~of the nature~~ of the alleged  
10 misconduct unless it would compromise the integrity of the investigation.

11 C. When the Department (or a consultant hired by the Department) interviews  
12 an employee and documents the conversation, the employee will review  
13 their statement and submit corrections (if any) to the investigator. The  
14 employee will sign the statement to acknowledge its accuracy when no  
15 corrections are necessary or when the investigator revises the statement and  
16 accepts the employee's corrections. Investigations will be completed in a  
17 timely manner.

18 D. Except in cases involving alleged criminal activity, the employee may  
19 contact Human Resources and will receive a progress report and the  
20 expected date that the investigation will be completed every thirty (30) days  
21 from the date the employee was notified of the investigation. The progress  
22 report will provide information specific to the investigation such as next  
23 steps and approximate timeframe for completion. However, when the  
24 employee is temporarily reassigned from their bid post pending the outcome  
25 of the investigation, the appointing authority will provide the employee with  
26 a progress report every thirty (30) days from the date of reassignment.

1 E. A traditional element of just cause requires discipline to be imposed in a  
2 timely manner balancing the need for thorough investigations. Except for  
3 conditions outlined below, investigations will be completed no later than  
4 six (6) calendar months from the date an employee is notified they are the  
5 subject of an investigation. However, the Employer may extend the  
6 investigation to a maximum of twelve (12) calendar months provided the  
7 Employer gives written notice to the Union and the employee explaining  
8 the reason for the extension. The time limits provided in this Section shall  
9 not apply when one (1) of the following occurs:

- 10 1. The employee is unavailable or incapacitated;
- 11 2. The Union or employee waives the timelines in writing;
- 12 3. The investigation is conducted by or coordinate with another  
13 Division agency or entity ~~an outside law enforcement agency;~~
- 14 4. The investigation involves a criminal matter; ~~or~~
- 15 ~~5. The investigation requires coordination with another outside agency~~  
16 ~~or entity.~~

17 F. The appointing authority determines when an investigation is complete. At  
18 the conclusion of the investigation, an employee who is the subject of an  
19 investigation will be informed of the findings in writing and receive, at the  
20 employee's request, one (1) free copy of the investigation through public  
21 disclosure unless a copy is provided in accordance with Section 8.7. The  
22 copy will be redacted as required by applicable law. At the pre-disciplinary  
23 meeting, the appointing authority will inform the employee and the Union  
24 the anticipated timeframe in which disciplinary action will be issued. If that  
25 timeframe will be longer due to extenuating circumstances, the appointing  
26 authority will notify the employee and the Union.

1    **8.6    Investigatory Interview**

2           A.    The employee shall be afforded an opportunity and facilities to contact and  
3               consult privately with a Union Representative. Employees seeking  
4               representation are responsible for contacting their representative. If the  
5               representative is not reasonably available, the employee will select another  
6               representative who is available.

7           B.    At the beginning of the initial interview, the Employer will inform the  
8               employee ~~of the nature~~ of the allegation(s). Upon request, an employee has  
9               the right to a Union Representative at an investigatory interview called by  
10              the Employer, if the employee reasonably believes discipline could result.  
11              For follow up interviews, the employee will be afforded the opportunity to  
12              utilize the same Union Representative as in previous interviews if  
13              reasonably available. The role of the Union Representative in an interview  
14              is to provide assistance and counsel to the employee. The exercise of rights  
15              in this Article must not interfere with the Employer's right to conduct the  
16              investigation. The employee shall be entitled to reasonable intermissions.

17          C.    Employees have a duty to cooperate with a department investigation and to  
18               answer all relevant and material questions which relate to their official  
19               duties or fitness for duty; provided, employees retain the rights afforded to  
20               them by the Constitution of the United States and the State of Washington,  
21               as well as all of the protections of the statutes of Washington State and this  
22               Collective Bargaining Agreement. Employees will answer all questions  
23               fully and honestly.

24          D.    Pursuant to an order by the Employer to answer and after providing the  
25               employee with their Garrity rights, employees that refuse to answer any  
26               questions relating to the performance of their official duties or fitness for  
27               duty may be subject to discipline, up to and including termination of  
28               employment.

1    **8.7    Investigatory Interview Scope**

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

6    **8.8    Investigatory Interview Recording**

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

9    **8.9    Pre-Disciplinary Meeting**

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



1

2

## ARTICLE 9

3

### GRIEVANCE PROCEDURE

#### 4 9.1 Terms and Requirements

##### 5 A. Grievance Definition

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

##### 10 B. Filing a Grievance

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

##### 15 C. Computation of Time

16 The time limits in this Article must be strictly adhered to unless mutually  
17 modified in writing. Days are calendar days, and will be counted by  
18 excluding the first day and including the last day of timelines. When the last  
19 day falls on a Saturday, Sunday or holiday, the last day will be the next day  
20 which is not a Saturday, Sunday or holiday. Transmittal of grievances,  
21 appeals and responses will be in writing. Service on the parties is complete  
22 when delivered in person; or upon receipt by electronic mail or by the  
23 postmarked date if sent by certified mail. [All formal responses to Union  
24 grievance filings shall be sent to the Union Representative and Shop  
25 Steward listed on the grievance filing.](#)

1 D. Failure to Meet Timelines

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

6 E. Contents

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

- 14 a. A statement of the pertinent facts surrounding the grievance;
- 15 b. The date upon which the incident occurred or employee  
16 received notification of the action taken;
- 17 c. A copy of the written notice of the action being grieved, if  
18 applicable;
- 19 d. The requested remedy;
- 20 e. The name of the Union Representative or Shop Steward  
21 representing the grievant; and
- 22 f. Signature of the Union Representative or Shop Steward. A  
23 list naming all known affected employees must be attached  
24 prior to or at the Step 1 hearing. If the Union files a demand  
25 to arbitrate the grievance, the filing will list all affected  
26 employees.

1 2. Type 2 Grievances ~~Panel~~ **Grievances**: For all grievances except  
2 those described in Subsection 9.1 (E)(1) above, the written  
3 grievance must include the following information:

4 a. A statement of the pertinent facts surrounding the grievance;

5 b. The date upon which the incident occurred;

6 c. The steps taken to informally resolve the grievance, the  
7 individuals involved in the attempted resolution, and the  
8 results of such discussion;

9 d. The requested remedy;

10 e. Name of the Union Representative or Shop Steward  
11 representing the grievant;

12 f. A specific description of how each cited alleged violation  
13 has occurred; and

14 g. Signature of the Union Representative or Shop Steward. A  
15 list naming all known affected employees must be attached  
16 prior to or at the Step 1 hearing. If the Union files a demand  
17 to arbitrate the grievance the filing will list all affected  
18 employees.

19 F. Requests for Clarification

20 The Employer will not be required to process a grievance until the  
21 information required by Subsection 9.1 (E) is provided. Grievances which  
22 do not meet the above conditions, or are otherwise unclear, may be  
23 identified by the Employer and referred back to the Union for clarification.  
24 The Union will provide written clarification to the Employer.

25 G. Modifications



1 Alleged violations and/or the requested remedy may be modified only by  
2 written mutual agreement of the parties.

3 H. Resolution

4 If the Employer provides the requested remedy or a mutually agreed-upon  
5 alternative, the grievance will be considered resolved and may not be moved  
6 to the next step.

7 I. Withdrawal

8 A grievance may be withdrawn at any time.

9 J. Resubmission

10 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

11 K. Group Grievances

12 No more than three (3) grievants will be permitted to attend a single  
13 grievance meeting.

14 L. Consolidation

15 Either party may consolidate grievances arising out of the same set of facts.

16 M. Bypass

17 Any of the steps in this grievance procedure may be bypassed with mutual  
18 written consent of the parties involved at the time the bypass is sought.

19 ~~N. Alternative Resolution Methods~~

20 ~~During Step 2 of the grievance process, by mutual consent, the parties may~~  
21 ~~use alternative methods to resolve a non-panel grievance. If the selected~~  
22 ~~alternative method does not result in a resolution, the Union may return to~~

1 ~~the grievance process and the time frames resume. Any expenses and fees~~  
2 ~~of alternative methods will be shared equally by the parties.~~

3 **9.2 Type 1 ~~Non-Panel~~ Grievance Processing**

4 ~~Non-panel~~ Type 1 grievances will be processed as follows:

5 A. Filing

6 A grievance must be filed within twenty-one (21) days after the date the  
7 employee receives written notice of their disciplinary action or disability  
8 separation. ~~For cases involving permanent removal from their bid position,~~  
9 ~~the employee or representative will utilize this twenty-one (21) day period~~  
10 ~~for attempting to informally bring about settlement with the manager that~~  
11 ~~reassigned the employee.~~ For statewide grievances, a grievance must be  
12 filed within twenty-one (21) days after the date of the alleged violation  
13 occurred or the date the grievants became or should have become aware of  
14 the issue giving rise to the grievance.

15 B. Processing

16 **Step 1: Grievance Filing and Initial Review.** The Union may present a  
17 written grievance to the DOC Headquarters Labor Relations Office via  
18 electronic mail [at DOCLaborrelationsadmin@doc1.wa.gov](mailto:DOCLaborrelationsadmin@doc1.wa.gov) within the  
19 twenty-one (21) day period described above. The secretary or designee will  
20 meet or confer by telephone or electronic conferencing with ~~the~~ a Union  
21 Representative and, if applicable, Shop Steward and the grievant within  
22 twenty one (21) days of receipt of the grievance, and will respond in writing  
23 to the Union within twenty-one (21) days after the meeting.

24 **Step 2:- PERC Mediation ~~Pre-Arbitration Review Meeting (PARM)~~.** If  
25 the grievance is not resolved at Step 1, within fourteen (14) days of receipt  
26 of the Step 1 response, the Union may choose to file a request for mediation  
27 with the Public Employment Relations Commission (PERC) in accordance

1 [with WAC 391-55-020, with a copy to the OFM State Human Resources](#)  
2 [Labor Relations Section \(LRS\) at labor.relations@ofm.wa.gov and DOC's](#)  
3 [Labor Relations Office at DOCLaborrelationsadmin@doc1.wa.gov.](#) In  
4 addition to all other filing requirements, the request must include a copy of  
5 the grievance, all previous responses, and any supporting documents. [A](#)  
6 [representative from each party with the authority to settle the grievance will](#)  
7 [be present.](#) ~~If the parties agree, an alternative method, such as Public~~  
8 ~~Employment Relations Commission (PERC) mediation, to resolve the~~  
9 ~~grievance may be used.~~

10 The proceedings of any [PERC Mediation](#) ~~PARM~~ will not be reported or  
11 recorded in any manner, except for agreement that may be reached by the  
12 parties during the course of the meeting. Statements made by or to the  
13 mediator, or by or to any party or other participant in the meeting, may not  
14 later be introduced as evidence, may not be made known to an arbitrator or  
15 hearing examiner at a hearing, or may not be construed for any purpose as  
16 an admission against interest, unless they are independently admissible.

17 [Within thirty \(30\) days of the Union's request to move to Step 2, the parties](#)  
18 [will schedule the PERC Mediation. If the grievance remains unresolved](#)  
19 [after the date the mediation is held or if the employer failed to appear, the](#)  
20 [Union may, but is not required to, proceed to Step 3.](#)

21 **Step 3: Arbitration.** If the [parties reach impasse](#) ~~grievance is not resolved~~  
22 at Step 2, the Union may file a demand for arbitration (with a copy of the  
23 grievance and response attached). ~~For grievances challenging a disciplinary~~  
24 ~~action taken against a correctional officer, the demand to arbitrate must be~~  
25 ~~filed with the PERC in accordance with the arbitration process established~~  
26 ~~by RCW 41.58.070. For all other grievances, The~~ demand to arbitrate the  
27 dispute must be filed with the Federal Mediation and Conciliation Service  
28 (FMCS). The Union shall send a copy of the demand to arbitrate to the OFM  
29 State Human Resources Labor Relations and Compensation Policy Section

1 (OFM/SHR/LRS) at the email address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the  
2 DOC Headquarters Labor Relations Office  
3 ([doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov)) within fourteen (14) days of  
4 impasse at Mediation ~~PARM~~.

5 **9.3 Type 2 ~~Panel~~ Grievance Processing**

6 All ~~panel~~ Type 2 grievances will be processed as follows:

7 A. Informal Resolution

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

16 B. Processing

17 **Step 1: Grievance Filing and Initial Review.** If an issue is not resolved  
18 informally, the Union may present the grievance, in writing, to the DOC  
19 Headquarters Labor Relations Office via electronic mail at  
20 [doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov) within the twenty one (21) day  
21 period described above. The timeframes for hearing the grievance at Step 1  
22 will begin on the first day the local Human Resources Office is open. The  
23 appointing authority or designee will meet with a Union Representative  
24 and/or Shop Steward and the grievant within twenty-one (21) days of receipt  
25 of the grievance, and will respond in writing to the Union within fourteen  
26 (14) days after the meeting.

**Step 2: Assistant Secretary/Designee Review ~~Grievance Resolution~~****~~Panel.~~**

Within fourteen (14) days of receiving the Step 1 decision, the Union may move the grievance to Step 2. ~~the Grievance Resolution Panel referenced in Article 10 ('GRP' or 'the Panel').~~ The request will be sent to DOC Headquarters Labor Relations Office ([DOClaborrelationsadmin@doc1.wa.gov](mailto:DOClaborrelationsadmin@doc1.wa.gov)) 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,~~ The grievance will be scheduled within twenty-one (21) days of receipt. The Assistant Secretary/Designee will issue a decision within thirty (30) days of the Step 2 Meeting, unless mutually agreed otherwise. ~~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 Step 2 responses ~~GRP decision~~ attached). It will be filed with the OFM State Human Resources Labor Relations and Compensation Policy Section (OFM/SHR/LRS) at the email address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the DOC Headquarters Labor Relations Office ([doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov)) within fourteen (14) days of the issuance of the Step 2 decision ~~the Grievance Resolution Panel hearing~~. Within fourteen (14) days of the receipt of all of the required information, the OFM/SHR/LRS will either:

1 1. Schedule a telephonic/virtual PARM, or if mutually agreed upon by  
2 the parties hold a PARM in person with the LRS, an agency  
3 representative, and the Union's Union Representative to review and  
4 attempt to settle the dispute; or

5 2. Notify the Union in writing that no PARM will be scheduled.

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

13 By mutual consent, the parties may use alternative methods to resolve the  
14 grievance. Any expenses and fees of alternative methods will be shared  
15 equally by the parties. If the parties elect to use PERC mediation, within  
16 thirty (30) days of the Union's request to move to Step 3, the parties will  
17 schedule the PERC mediation. If the grievance remains unresolved after  
18 the date that the mediation was held or if the employer failed to appear, the  
19 Union may, but is not required to proceed to Step 4.

20 **Step 4: Arbitration.** If the grievance is not resolved at Step 3 ~~or the~~  
21 ~~OFM/SHR/LRS Section Chief or designee notifies the Union in writing that~~  
22 ~~no PARM will be scheduled~~, the Union may file a demand for arbitration.  
23 ~~For grievances challenging a disciplinary action against a correctional~~  
24 ~~officer, the demand to arbitrate must be filed with the PERC in accordance~~  
25 ~~with the arbitration process established by RCW 41.58.070.~~ For all other  
26 grievances, the demand to arbitrate the dispute must be filed with the FMCS  
27 within fourteen (14) days of impasse at Step 3. ~~the PARM or receipt of the~~  
28 ~~notice that no PARM will be scheduled.~~ The Union shall also send a copy  
29 of the demand to arbitrate to the OFM State Human Resources Labor

1 Relations and Compensation Policy Section (OFM/SHR/LRS) at the email  
2 address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the DOC Headquarters Labor  
3 Relations Office ([doclaborrelationsadmin@doc1.wa.gov](mailto:doclaborrelationsadmin@doc1.wa.gov)).

#### 4 **9.4 Arbitrator Selection**

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

8 ~~For correctional officers, arbitrators will be assigned in accordance with RCW~~  
9 ~~41.58.070.~~

#### 10 **9.5 Authority of the Arbitrator**

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

1     **9.6     Arbitration Costs**

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

15    **9.7     Scheduling and Leave Time**

16            A.     Step 1 Grievance Meetings

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

23            B.     Grievance ~~Resolution Panel~~ Meetings, Mediations and Arbitrations

24                    The Employer will approve vacation leave, compensatory time, or leave  
25                    without pay for a Shop Steward or a grievant or a contact/spokesperson, in  
26                    cases where there is more than one (1) grievant, to attend the ~~G~~grievance  
27                    ~~Resolution Panel~~ (~~‘GRP’ or ‘the Panel’~~) meetings, mediation meeting, and



1 arbitration. ~~If the GRP resolves a grievance, part of the resolution may~~  
2 ~~include restoration of leave taken by the grievant to attend the GRP meeting.~~  
3 If an arbitrator sustains the grievance in whole or in part, leave taken by the  
4 grievant to attend ~~GRP~~, mediation, and/or arbitration will be restored.

5 C. Attendance at Meetings/Hearings

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 9/26/2024

/s/ 9/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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## ARTICLE 10 GRIEVANCE RESOLUTION PANEL

4

### ~~10.1—Authority of the Panel~~

5

~~The Employer and the Union will continue to maintain a permanent committee for the~~

6

~~resolution of grievances, referred to as the Grievance Resolution Panel ('GRP' or~~

7

~~'the Panel'). The Panel will have the authority to interpret the provisions of this~~

8

~~Agreement, only to the extent that the interpretation is necessary to render a~~

9

~~decision on the case being heard. The Panel will not have the authority to~~

10

~~contradict, add to, subtract from, or otherwise modify the terms and conditions of~~

11

~~this Agreement.~~

12

### ~~10.2—Panel Membership~~

13

~~The Panel will consist of three (3) Employer panel members appointed by the Employer~~

14

~~who have the authority to resolve the grievances, and three (3) Union panel~~

15

~~members appointed by the Union who have the authority to resolve the~~

16

~~grievances. If the case involves an institution or facility that a Union~~

17

~~Representative has been appointed to represent, or at which a Shop Steward is~~

18

~~employed, the representative may not serve as a Panel member during the hearing~~

19

~~of that case. If the case involves an institution or facility where an Employer~~

20

~~representative is employed/located, the Employer representative may not serve as~~

21

~~a Panel member during the hearing of the case.~~

22

### ~~10.3—Panel Chairpersons~~

23

~~The Employer will select one (1) of its members to act as Panel co-chairperson, and the~~

24

~~Union will select one (1) of its members to act as Panel co-chairperson.~~

25

### ~~10.4—Agenda and Decisions~~

1 ~~The Employer co-chairperson will function as the Panel secretary. The Panel secretary or~~  
2 ~~designee will prepare and distribute the agenda at least two (2) weeks prior to the~~  
3 ~~scheduled panel, prepare decisions for each meeting and keep the records of the~~  
4 ~~Panel. The Panel secretary will be assisted by a support employee to be provided~~  
5 ~~by the Employer.~~

#### 6 **10.5—Panel Meetings**

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

#### 12 **10.6—Case Postponement**

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

#### 17 **10.7—Representation at Panel**

18 ~~Union Representatives, Shop Stewards and representatives of the Employer may present~~  
19 ~~cases before the Panel. Attorneys will not present cases before the Panel.~~

#### 20 **10.8—Observers**

21 ~~Non-participants are permitted to observe hearings. Either co-chairperson will have the~~  
22 ~~right to exclude non-participants from the hearing room when necessary to protect~~  
23 ~~the integrity of the grievance procedure or the sensitivity of the issue being~~  
24 ~~grieved.~~

#### 25 **10.9—Procedural Objections**

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

11 ~~A. — Is able to reach a decision on the objection, the Union Representative and~~  
12 ~~the grievant will be notified of the decision. The decision will be~~  
13 ~~considered final and binding on the parties.~~

14 ~~B. — Is unable to reach a decision on the objection, the Panel may choose to~~  
15 ~~hear the grievance on its merits. If the Panel chooses to hear the grievance,~~  
16 ~~this does not preclude either party from raising the objection at further~~  
17 ~~steps of the grievance procedure. The grievance will be heard at the next~~  
18 ~~regularly scheduled Panel hearing.~~

#### 19 ~~10.10 Case Presentation~~

20 ~~Representatives may make opening statements, present evidence supporting specific~~  
21 ~~alleged violations, and present a closing argument. Eight (8) copies of all written~~  
22 ~~material and exhibits to be presented to the Panel must be provided to the Panel~~  
23 ~~and the other party. The Union will present first except when Article 8.1 is an~~  
24 ~~alleged violation, then the Employer will present their case first. Presentations by~~  
25 ~~the parties will not exceed fifteen (15) minutes each and will be limited to those~~  
26 ~~issues raised in the written grievance. Panel members may ask questions of either~~  
27 ~~party.~~

#### 28 ~~10.11 Executive Session and Decision~~



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## ARTICLE 11 BARGAINING AGREEMENT TRAINING

### 4 11.1 Purpose

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

### 8 11.2 Training Responsibilities

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

### 13 11.3 Shop Steward Training

14 To accomplish the foregoing, the Union will present the trainings to current Shop  
15 Stewards at all institutions annually. The Employer agrees to release all Shop  
16 Stewards in order for them to attend training. At each institution, one (1) training  
17 will be scheduled on each shift to last no longer than ~~two~~ three (23) hours. This  
18 training will be considered time worked for those Shop Stewards who are on duty.  
19 Shop Stewards who voluntarily attend training during off-duty hours will not be  
20 compensated. The Union will give fourteen (14) calendar days' advance notice of  
21 the trainings to the Department of Corrections Labor Relations Office, and the  
22 trainings will be scheduled at a mutually agreeable time. Shop Stewards who are

1 appointed after the training at their institution has been completed will be released  
2 for training on the same basis.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 9/26/2024

/s/ 9/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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## ARTICLE 12 PERFORMANCE AND CAREER DEVELOPMENT

### 12.1 Education and Training

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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 designed to broaden managerial and leadership competencies 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.

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### 12.2 Education, Training and Tuition Reimbursement

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A. WMS employees are responsible for seeking out and fully participating in opportunities to enhance their managerial knowledge and leadership competencies to implement and emphasize performance management, and model efficient leadership in changing work situations. To this end, ~~E~~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 employer agrees to provide tuition reimbursement in accordance with agency policy to employees for successful completion of job-related and approved educational courses.

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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~~



1 ~~CMEs, the agency agrees to provide reimbursement for successful~~  
2 ~~completion of approved courses necessary to maintain required licenses or~~  
3 ~~certifications required for the employee's permanent position. The agency~~  
4 ~~will not be required to provide reimbursement for continuing education~~  
5 ~~credits, CEUs or CMEs in excess of credits/units needed to maintain~~  
6 ~~required licensure or certification.~~

7 C. The approval or denial of education, training and tuition reimbursement will  
8 be provided within twenty-one (21) calendar days of the request. If the  
9 request is denied, the reason for the denial will be included in the response.

10 **12.3 Orientation and In-Service Training**

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

14 **12.4 Specialized Training**

15 The agency agrees to provide statewide minimum standards of training for  
16 specialized assignments or required duties, such as Emergency Response Team,  
17 Special Emergency Response Team, and other ~~posts~~positions, where use of  
18 weapons, use of physical force or breathing apparatus are required.

19 **12.5 Firearms Qualification**

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

22 **12.6 Self-Defense Training**

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

1 **12.7 Policies Access**

2 ~~Each institution/office will have~~The employer will make available to employees  
3 ~~during each shift, access to~~ current agency policy directives and pertinent  
4 operational memoranda ~~pertinent to that institution.~~

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 9/26/2024

/s/ 9/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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## ARTICLE 15

### REVIEW PERIODS AND APPOINTMENTS

#### 15.1 Review Period for Permanent Positions

- A. Every part-time and full-time employee following their initial appointment to a permanent WMS position will serve a review period of twelve (12) consecutive months. When an employee, who is in an acting WMS Appointment, is subsequently appointed to a permanent WMS Appointment, time spent in the Acting Appointment may count toward the review period for the permanent WMS position, at the discretion of the Appointing Authority.
- B. The Employer may extend the review period for an employee as long as the extension does not cause the total period to exceed eighteen (18) months.
- C. The Employer may separate a WMS employee without permanent State status anytime during the review period. The Employer will provide the employee five (5) days written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent WMS status. The separation is not subject to the grievance procedure in [Article X](#), Grievance Procedure.
- D. The Employer may revert a permanent WMS employee who is not satisfactorily completing their review period in accordance with WAC 357-58-345. An employee may request reversion in accordance with WAC 357-58-355.

1 E. The Employer may revert a permanent WGS State employee in a WMS  
2 review period who is not satisfactorily completing their review period in  
3 accordance with WAC 35-58-350.

4 **15.2 Permanent Status**

5 An employee will attain permanent status upon successful completion of their  
6 review period.

7 **15.3 Acting Appointments**

8 The Employer may fill a position with an acting appointment when there is an  
9 absence of a permanent employee, during a workload peak, while recruitment is  
10 being conducted, or to reduce the possible effects of layoff. Acting appointments  
11 will typically not exceed twelve (12) months except when filling in for the absence  
12 of a permanent employee or to reduce the effects of a hiring freeze or anticipated  
13 layoff. When a permanent employee accepts an acting appointment, the return  
14 rights, if any, will be mutually agreed upon and documented in the appointment  
15 letter. The employee or the employer may end an acting appointment. If the  
16 employee is a permanent State Employee, the Employer must provide at least  
17 fifteen (15) days' notice. If the employee is not a permanent State Employee then  
18 the Employer must provide one (1) work day.

19 **15.4. Project Appointments**

20 The Employer may appoint employees into project positions for which employment  
21 is contingent upon state, federal or local grants, or other special funding of specific  
22 and limited time duration. The Employer will notify the employees, in writing, of  
23 the expected ending date of the project employment. WMS project appointments  
24 will be in accordance with WAC 357-58-230 through 260.

1 **15.9 Outside Employment**

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

7 Approval will be granted if the employment does not:

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

Date: October 22, 2024

For the Employer

For the Union

/s/ 10/22/2024

/s/ 10/22/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117



- 1           G.     The definition of work, for overtime purposes only, includes:
- 2                   1.     All hours actually spent performing the duties of the assigned job;
- 3                   2.     Travel time required by the Employer during normal work hours
- 4                         from one (1) work site to another or travel time outside the
- 5                         employee’s normal work hours to a different work location that is
- 6                         greater than the employee’s normal home-to-work travel time;
- 7                   3.     Vacation leave;
- 8                   4.     Compensatory time;
- 9                   5.     Holidays; and
- 10                  6.     Any other paid time not listed below.
- 11           H.     Work does not include:
- 12                   1.     Shared leave;
- 13                   2.     Leave without pay;
- 14                   3.     Additional compensation for time worked on a holiday;
- 15                   4.     Time compensated as standby, callback, or any other penalty pay;
- 16                         or
- 17                   5.     Under [Article 17.2](#) (I), paid sick leave used under [RCW 49.46.210](#)
- 18                         or other paid leave used in accordance with the Family Care Act
- 19                         under [RCW 49.12.265](#);
- 20                   6.     Sick Leave

21    **16.2   Determination**

22           The Employer will determine whether a position is overtime-exempt.

1    **16.3    Overtime Eligible Employees**

2           Lieutenants have an overtime eligible work period designation and, as such, are  
3           eligible for overtime for all time worked over forty hours in the workweek.

4           Lieutenants may volunteer for overtime, including working voluntary overtime  
5           more than two consecutive days in their workweek. Voluntary overtime will be  
6           assigned to Lieutenants in order of time in grade. Mandatory overtime will be  
7           assigned in inverse order of time in grade as a Lieutenant.

8    **16.4    Overtime-Exempt Employees**

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

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

17          B.       Overtime-exempt employees are expected to work as many hours as  
18                  necessary to accomplish their assignments or fulfill their responsibilities  
19                  and must respond to directions from management to complete work  
20                  assignments by specific deadlines. Overtime-exempt employees may be  
21                  required to work specific hours to provide services, when deemed necessary  
22                  by the Employer.

23          C.       The salary paid to overtime-exempt employees is full compensation for all  
24                  hours worked.

25          D.       Employees will notify their supervisors when they adjust their work hours  
26                  to accommodate the appropriate balance between extended work time and  
27                  offsetting time off. Where such flexibility does not occur or does not



1 achieve the appropriate balance, and with approval of the appointing  
2 authority or designee, overtime-exempt employees may accrue exchange  
3 time for working in excess of forty-five (45) hours in a workweek. Such  
4 approval will not be arbitrarily withheld. Exchange time may be accrued at  
5 straight-time to a maximum of one hundred twenty (120) hours. Exchange  
6 time has no cash value and cannot be transferred between ~~facilities,~~  
7 ~~divisions or other~~ state agencies.

8 E. If they give notification and receive the Employer’s concurrence, overtime-  
9 exempt employees may alter their work hours. Such concurrence will not  
10 be arbitrarily withheld. Employees are responsible for keeping management  
11 apprised of their schedules and their whereabouts.

12 F. Prior approval from the Employer for the use of paid or unpaid leave for  
13 absences of two (2) or more hours is required, except for unanticipated sick  
14 leave.

15 G. Upon approval by the secretary or designee for emergency operations,  
16 employees in overtime-exempt positions who have accrued the maximum  
17 exchange time identified in Subsection D above may be eligible for critical  
18 incident pay at the straight-time rate for all hours worked in excess of forty-  
19 five (45) hours in a workweek.

## TENTATIVE AGREEMENT REACHED

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ Date: 11/13/2024

/s/ Date: 11/08/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

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## ARTICLE 17

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### OVERTIME

#### 4 17.1 Definitions

5 A. Overtime is defined as time that an overtime eligible employee works in  
6 excess of forty (40) hours in a workweek.

7 B. In accordance with the applicable wage and hour laws, the overtime rate  
8 will be one and one-half (1-1/2) of an employee's regular rate of pay. The  
9 regular rate of pay will not include any allowable exclusions.

#### 10 17.2 Assignment of Overtime – Lieutenants Only

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

14 1. Assign overtime as voluntary in order of time in grade. Lieutenants  
15 may volunteer for overtime including working voluntary overtime  
16 more than two (2) consecutive days in their work week.

17 2. Assign mandatory overtime in inverse order of time in grade.

#### 18 B. Maximum Overtime

19 1. Except in an emergency, an employee may not be compelled or  
20 allowed to work more than sixteen (16) hours plus any worked meal  
21 periods in a twenty-four (24) hour period. Vacation leave hours will  
22 not apply to the maximum overtime limit. After working more than  
23 sixteen (16) consecutive hours of work in a twenty-four (24) hour  
24 period (not including any meal periods worked at the employee's  
25 choice), employees will be allowed a rest period of at least ten (10)  
26 ~~eight (8)~~ hours off. If the ten (10) ~~eight (8)~~ hours off overlap the

1                                    employee's regular shift, up to four (4) hours of such an overlap will  
2                                    be administrative leave.

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

6                                    C.     Except in an emergency situation, an employee will not work overtime  
7                                    without prior authorization from the Employer.

8                                    D.     Overtime will be paid in one-tenth (1/10th) increments.

9     **17.3    Payment of Overtime**

10                                    A.     Payment at the rate of time and one-half will be paid to employees in the  
11                                    following circumstances:

12                                    1.     All work on holidays.

13                                    2.     All work required in excess of forty (40) hours in any workweek.

14                                    3.     All time required for travel on agency business in excess of forty  
15                                    (40) hours in any workweek, unless scheduled at the convenience of  
16                                    the employee.

1 **17.4 Employers Right to Assign**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/ 9/26/2024

/s/ 9/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117

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## ARTICLE 21

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### VACATION LEAVE

#### 4 21.1 Vacation Leave Accrual

5 A. Full-time and part-time employees will be credited with vacation leave  
6 accrued monthly, according to the rate schedule and vacation leave accrual  
7 below.

8 B. After a full-time employee has been in pay status for eighty (80) non-  
9 overtime hours in a month, they will accrue vacation leave according to the  
10 rate schedule below. Part-time employees will accrue vacation leave  
11 according to the rate schedule below on a prorated basis proportionate to  
12 the number of hours the employee is in pay status during the month required  
13 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)
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)

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2 **21.2 Accumulation**

3 Employees may accumulate maximum vacation balances not to exceed two  
4 hundred eighty (280) hours. However, there are two (2) exceptions that allow  
5 vacation leave to accumulate above the maximum:

6 A. If an employee's request for vacation leave is denied by the Employer, and  
7 the employee is close to the vacation leave maximum, the employee may  
8 file an exception to the maximum with the appointing authority. If the  
9 employee files the exception, the employee's vacation leave maximum will  
10 be extended for each month that the Employer must defer the employee's  
11 request for vacation leave.

12 B. An employee may also accumulate vacation leave days in excess of two  
13 hundred eighty (280) hours as long as the employee uses the excess balance  
14 prior to their anniversary date. Any leave in excess of the maximum that is  
15 not deferred in advance of its accrual as described above, will be lost on the  
16 employee's anniversary date.

1    **21.3    Vacation Scheduling**

2           A.     When considering requests for vacation leave, the Employer will consider  
3                   the desires of the employee but may require that leave be ~~taken at a time~~  
4                   ~~convenient to the agency.~~ adjusted to ensure proper coverage.

5           B.     Lieutenants will schedule vacation leave using the time in grade list. Any  
6                   conflicts between two or more employees' vacation requests will be  
7                   resolved in favor of the Lieutenant with the longest time in grade. Any ties  
8                   in time in grade will be resolved using the involved Lieutenants seniority  
9                   dates.

10   **21.4    Adequate Leave**

11           Employees will not request or be authorized to take scheduled vacation leave if they  
12                   do not have sufficient vacation leave to cover such absence when the leave  
13                   commences.

14   **21.5    Vacation Callback**

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

17   **21.6    Vacation Cancellation by Management**

18           Each employee will be granted vacation for the time stipulated on the vacation  
19                   schedule, except that local management with reasonable notice, may cancel or  
20                   otherwise adjust vacation periods only in an emergency.

21   **21.7    Vacation Cancellation by Employee**

22           Employee requested cancellations of their scheduled vacation is subject to approval  
23                   by the Employer.

1 **21.8 Cashout**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/           9/26/2024

/s/           9/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117



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**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

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

9 **22.4 Employee Assistance Program**

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

12 **22.5 State Examinations and Interviews**

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

15 **22.6 Family Care**

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

18 **22.7 Bereavement Leave**

19 A. An employee is entitled to three (3) days of paid bereavement leave if their  
20 family member, or household member, or parent of a household member  
21 dies [or for the loss of pregnancy](#). An employee may request less than three  
22 (3) days of bereavement leave.

23 B. The Employer may require verification of the family member’s household  
24 member’s, or household member’s parent’s death.

1 C. In addition to paid bereavement leave, the Employer may approve an  
2 employee’s request to use compensatory time, sick leave, vacation time,  
3 exchange time, their personal holiday or leave without pay for purposes of  
4 bereavement and in accordance with this Agreement.

5 D. For purposes of this Section, a family member is defined in [Article 23.2](#) (B).  
6 A household member is defined as persons who reside in the same home  
7 who have reciprocal duties to and do provide financial support for one  
8 another. This term does not include persons sharing the same house when  
9 the living style is primarily that of a dormitory or commune.

10 **22.8 Leave for Life-Giving Procedures, Blood, Platelets and Fluid Donations**

11 A. Employees will receive Employer paid leave, not to exceed thirty (30)  
12 working days in a rolling two (2) year period, for participating in life-giving  
13 procedures, upon approval. “Life-Giving Procedure” is defined as a  
14 medically supervised procedure involving the testing, sampling, or donation  
15 of organs, tissues, and other human body components for the purposes of  
16 donation, without compensation, to a person or organization for medically  
17 necessary treatments. “Life giving procedure” does not include the donation  
18 of blood or plasma. The Employer may approve additional days through the  
19 use of accrued paid leave. Employees will provide documentation from a  
20 licensed medical provider of the need for additional leave, as well as  
21 reasonable advance notice and written proof from an accredited medical  
22 institution, physician or other medical professional that the employee  
23 participated in a life-giving procedure.

24 B. Employees will receive Employer paid leave, not to exceed five (5) working  
25 days in a rolling two (2) year period upon approval, for the donation of  
26 blood, platelets or fluids to a person or organization for medically necessary  
27 treatments. The Employer may approve additional days through the use of  
28 accrued paid leave. Employees will provide reasonable advance notice and

1 written proof from an accredited medical institution, physician or other  
2 medical professional that the employee participated in the donation  
3 procedure.22.9Deployment Leave

4 A. Military Family Leave

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

15 B. Deployed Child Leave

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

24 C. Pre-Deployment Leave

25 An employee who is scheduled for deployment during a period of military  
26 conflict will be granted up to fifteen (15) days per deployment, leave  
27 without pay, compensatory time or vacation leave. Employees must provide

1 the Employer with five (5) business days’ notice after receipt of official  
2 notice of the employee’s impending call to active duty.

3 D. Supporting Documents

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

7 **22.10 Domestic Violence Leave**

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

19 **22.11 Wildfire Disaster Leave**

20 In the event the Governor declares that a state of emergency exists in any area of  
21 the state of Washington, the Employer may grant up to 24 hours of leave with pay  
22 per occurrence to employees who are experiencing extraordinary or severe impacts,  
23 such as displacement from their homes temporarily or permanently through  
24 evacuation or significant damage or loss.

25



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## ARTICLE 29

3

### PERSONNEL AND WORKING FILES

#### 4 29.1 Personnel File and Working File

5 The Employer will maintain in a secure location an official personnel file for each  
6 employee in accordance with agency policy. The immediate supervisor may also  
7 keep a working file for annual performance evaluation purposes. All working file  
8 material will be purged after completion of the employee's annual performance  
9 evaluation.

#### 10 29.2 Personnel and Working File Material

11 A. Employees must be provided with a copy of all material placed in their  
12 official personnel file related to their job performance. Material placed into  
13 the supervisor's working file related to job performance will be brought to  
14 the employee's attention. The employee may provide a written rebuttal to  
15 any information in the file that the employee considers objectionable. All  
16 material placed in the employee's personnel file relating to misconduct will  
17 be removed when the employee has been fully exonerated of wrongdoing.  
18 In all other cases, an employee may request that the appointing authority  
19 remove material one (1) year after issuance. The Employer may retain the  
20 removed information in a legal defense file and it will only be used or  
21 released when required by a regulatory agency (acting in their regulatory  
22 capacity), in the defense of an appeal or legal action, or as otherwise  
23 required by law.

24 B. Records of disciplinary actions involving reductions-in-pay, and  
25 suspensions or demotions, will be removed after five (5) years if:

26 1. The employee submits a written request for its removal;

27 2. Circumstances do not warrant a longer retention period; or

1                   3.       There has been no subsequent discipline.

2                   C.       Nothing in this Section will prevent the Employer from agreeing to an  
3                   earlier removal date, unless to do so would violate [RCW 41.06.450](#).

4   **29.3   Information and Access**

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

13   **29.4   Disclosure of Personnel File Information**

14                  Upon receipt of any court order or subpoena seeking documents from an  
15                  employee’s personnel file, the Employer will provide the employee with a copy of  
16                  the order or subpoena. When documents or information in an employee’s personnel,  
17                  payroll, supervisory or training file are the subject of a public records request, the  
18                  Employer will provide the employee with a copy of the request at least seven (7)  
19                  calendar days in advance of the intended release date.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

/s/           9/26/2024

/s/           9/26/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Corrections and Law Enforcement  
Teamsters L117



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**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 annually. ~~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.





1 complete and sign the appropriate form and submit to their immediate  
2 supervisor.

3 B. The supervisor will review the employee’s statements and complete the  
4 appropriate form and submit the completed form to the local Human  
5 Resources Office for processing. The local Human Resources Office will  
6 submit the request to the agency’s evaluation committee for evaluation.

7 C. The effective date of a reevaluation resulting from an employee request for  
8 a position review is the date the request was filed with the agency.

9 **31.3 Effect of Employer Reevaluation**

10 A. Reevaluation to higher evaluation points and/or a higher salary standard for  
11 the position

12 Where an employee has held the position for less than twelve (12)  
13 months,†The Employer must give the employee the opportunity to compete  
14 for the position if they possess the required skills and abilities. Where an  
15 employee has held the position for at least twelve (12) months the employee  
16 will remain in the position if they possess the required skills and abilities.  
17 If the employee is not selected for the position, or does not have the required  
18 skills and abilities, the layoff procedure specified in Article 35, Layoff and  
19 Recall, of this Agreement applies. If the employee is appointed, they must  
20 serve a WMS review period.

21 B. Reevaluation to a job with the same evaluation points and/or salary standard  
22 If the employee does not meet the skills and abilities requirements of the  
23 position, the layoff procedure specified in Article 35, Layoff and Recall, of  
24 this Agreement applies.

1 C. Reevaluation to lower evaluation points and/or a lower salary standard for  
2 the position

3 If the employee meets the skills and ability requirements of the position and  
4 chooses to remain in the position, the employee retains existing  
5 appointment status and has the right to be placed on the Employer’s internal  
6 layoff list.

7 If the employee chooses to vacate the position or does not meet the position  
8 requirements, the layoff procedure specified in [Article 35](#), Layoff and  
9 Recall, of this Agreement applies.

#### 10 **31.4 Salary Impact of Reevaluation**

11 An employee whose position is reevaluated will have their salary determined as  
12 follows:

13 A. Reevaluation to higher evaluation points and/or a higher salary standard for  
14 the position

15 Upon appointment the employee’s base salary will be increased by five  
16 percent (5%) higher than the amount of the pre-promotional salary not to  
17 exceed the range of consideration of the WMS peer group for the position.

18 B. Reevaluation to the same evaluation points and/or a same salary standard

19 The employee retains their previous base salary.

20 C. Reevaluation to lower evaluation points and/or a lower salary standard for  
21 the position

22 The employee will be paid an amount equal to their current salary provided  
23 it is within the salary standard of the reevaluated position. In those cases  
24 where the employee’s current salary exceeds the maximum amount of the

1 salary standard for the new position, the employee will continue to be  
2 compensated at the salary they were receiving prior to the reevaluation  
3 downward, until such time as the employee vacates the position or their  
4 salary falls within the new salary range of consideration.

5 **31.5 No Grievance Procedure**

6 Decisions regarding appropriate position evaluation will be reviewed in accordance  
7 with [Section 31.2](#), and will not be subject to the grievance procedure.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ Date 11/13/2024

/s/ Date 11/08/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations & Compensation  
Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

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1 **ARTICLE 34**  
2 **SENIORITY**

3 **34.1 Lieutenant Overtime and Vacation Selection Seniority**

4 A. Time in Grade: For the purposes of overtime and vacation scheduling  
5 only, time in grade will be calculated as all time as a permanent  
6 Lieutenant.

7  
8 B. Local Human Resources will maintain a time in grade list for Lieutenants  
9 at each facility.

10  
11 C. When:

12  
13 (1) A Lieutenant takes a non-permanent, interim and/or acting  
14 appointment, their time in grade will continue to accrue.

15  
16 (2) A Lieutenant takes another permanent position within the agency  
17 and later returns to a Lieutenant they will retain all previous  
18 permanent time in grade.

19  
20 (3) A Lieutenant that was laid off and later returns to a Lieutenant  
21 position will retain all previous permanent time in grade.

22  
23 (4) If a permanent Lieutenant is demoted through the disciplinary  
24 process and/or a permanent Lieutenant leaves the Agency, their  
25 prior permanent Lieutenant time will not count towards time in  
26 grade.

27  
28 (5) If a Lieutenant is, through the layoff process, moved from and is  
29 later returned to a Lieutenant position, the Lieutenant retains all  
30 previous credit toward time in grade as referenced in 34.1.

1    **34.2    Effect of Leave Without Pay on Seniority**

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

- 7           A.     Military leave for United States Public Health Service;
- 8           B.     Compensable work-related injury or illness leave;
- 9           C.     Government service leave and leave to enter the Peace Corps, not to exceed  
10          twenty-seven (27) months;
- 11          D.     Educational leave, contingent upon successful completion of the  
12          coursework; and/or
- 13          E.     Reducing the effects of a layoff.

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

22    **34.3    Ties**

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



- 1           A.     Longest total time in Teamsters DOC bargaining units;
- 2           B.     Longest continuous time within their current job classification;
- 3           C.     Longest continuous time with the agency; and
- 4           D.     By personnel number.

5   **34.4 Seniority List**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/                      Date 11/13/2024

/s/                      Date 11/08/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations & Compensation  
Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

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**ARTICLE 35**  
**LAYOFF AND RECALL**

The appropriate Appointing Authority will determine which positions, by location, will be abolished and the effective date of such action. Determinations will be based on a position(s) to be abolished and not based on named employees to be separated. The Department's decision on which Washington Management Service positions to eliminate under a layoff action is not subject to the grievance process.

**35.1 Basis for Layoff**

Layoffs may occur for any of, but not limited to, the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reevaluated;
- 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 without pay or Reduction in Hours**

Appointing authorities may allow an employee to volunteer to be laid off, take voluntary leave without pay, or reduce their hours of work in order to reduce the need for a layoff. If it is necessary to limit the number of employees on leave without pay at the same time, the appointing authority will determine who will be granted a leave of absence without pay 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

1 placed on the employer’s internal layoff list for the WMS job grouping or general  
2 government job classifications in which they held permanent status.

3 **35.3 Acting and Review Period Employees without Permanent Status**

4 Employees with permanent status will not be separated from state service through  
5 a layoff action without first being offered positions:

6 A. That have the same point value as the employee's current position for which the  
7 employee has the required job skills within the layoff unit,

8 B. Currently held by acting- employees without permanent status and

9 C. Currently held by employees serving their review period who do not have  
10 permanent status. acting

11 Employees without permanent status will be separated from employment before  
12 employees serving their review period who do not have permanent status.

13 **35.4 Temporary Layoff**

14 The Employer may temporarily layoff an employee days due to an unanticipated  
15 loss of funding, revenue shortfall, lack of work, shortage of material or equipment,  
16 or other unexpected or unusual reasons identified in Article 35.1. Employees will  
17 normally receive notice of five (5) calendar days of a temporary layoff. An  
18 employee who is temporarily laid off will not be entitled to be paid any leave  
19 balance, bumped to any other position or be placed on the internal layoff list. A  
20 temporary layoff will not affect an employee’s periodic increment date and the  
21 employee will continue to accrue vacation and sick leave credit at their normal rate.

22 **35.5 Layoff - Seniority**

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

- 1           A. Seniority is the basis for determining layoff options subject to the employee  
2           possessing the required skills and abilities for the position. The seniority date is  
3           the employee's most recent date of hire into state service, as adjusted for  
4           qualified military service per WAC 357-46-060, and any period of leave  
5           without pay which exceeds 15 consecutive calendar days, except when the leave  
6           is taken for:
- 7
- 8           1. Military leave as provided in WAC 357-31-370,
  - 9           2. Compensable work-related injury or illness leave,
  - 10          3. Government service not to exceed 2 years and one month,
  - 11          4. Educational leave, contingent upon successful completion of the  
12          coursework, and/or
  - 13          5. Reducing the effects of layoff.
- 14
- 15          B. A part-time employee's seniority will be computed based on actual hours  
16          worked and/or in paid status, including paid leave, and adjusted in relation to a  
17          full-time equivalent month. Time spent in leave without pay status is not  
18          credited unless the leave without pay is taken for reasons listed above.
- 19
- 20          C. Ties in seniority dates of two or more employees will be broken in the following  
21          order:
- 22          1. Measuring the employees' last continuous time within their current job  
23          grouping.
  - 24          2. If the tie still exists, measuring the employees' last continuous time in the  
25          Department.
  - 26          3. If the tie still exists, it will be determined by lowest personnel number.



1                   5.     Group 5

2                             King and Pierce.

3           C.     Statewide

4                   If no option is available within the county group layoff unit, the statewide  
5                   layoff unit will be considered the layoff unit.

6           D. A project established under WAC 357-19-305 is a layoff unit separate and  
7                   exclusive from other defined layoff units or projects. Project employees have  
8                   layoff rights only within the project.

9     **35.7 Formal Options**

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

12           A.     A funded vacant Washington Management Service position that has the  
13                   same point value as the employee's current position for which the  
14                   employee has the required job skills;

15           B.     A funded filled Washington Management Service position at the same  
16                   point value held by the least senior employee for which the employee  
17                   has the required job skills.; and

18           C.     A funded Washington General Service position that is vacant or held by  
19                   the least senior employee which is at the same or similar salary. If there  
20                   are no options at the same or similar salary, the employee must be  
21                   offered a position within a lower job classification in a series in which  
22                   they have held permanent status, in descending salary order. A vacant  
23                   position will be offered before a filled position. To determine same or  
24                   similar salary, the employee's current salary must be within the salary  
25                   range of the Washington General Service classification.

1 E. A funded Washington Management Service position that is vacant or  
2 filled at a lower point value in descending order in conjunction with  
3 Washington General Service positions in which the employee has held  
4 status and which are at lower salary ranges. A vacant position will be  
5 offered before a filled position. The employee must have greater  
6 seniority than the employee occupying a position and must have the  
7 required job skills for Washington Management Service positions.

8  
9 F. A full-time employee will be offered a full-time position before a part-  
10 time position. An employee who was previously full-time and accepted  
11 a parttime position due to a layoff action or to lessen the impact of a  
12 layoff action will be considered a full-time employee for determining  
13 their option.

14  
15  
16 G. In cases where a Washington General Service job classification no  
17 longer exists or was changed due to Washington Personnel Resources  
18 Board or Office of Financial Management Director's action, Human  
19 Resources will determine if the position the employee held in the  
20 abolished/changed classification equates to an existing class.

21 H. The employee must have the required skills and abilities of the position  
22 that is being offered as an option to accept the option.

23 Options will be provided in descending order of point value for Washington  
24 Management Services positions or of salary range and one (1) progressively lower  
25 level at a time. Vacant positions will be offered prior to filled positions.

### 26 **35.8 Informal Options**

27 An offer to explore possible informal options may be made to employees when they  
28 receive their formal option. An informal option may be identified when no formal  
29 option is available and the employee must be separated from employment, and/or

1 the employee desires to explore alternatives to the formal option provided they meet  
2 the skills and abilities required of the position and the position is at the same or  
3 lower point value for Washington Management Services positions or same or lower  
4 salary range for Washington General Services position as the position in which the  
5 employee currently holds permanent status.

6 A. An employee who accepts an informal option to a permanent appointment in  
7 lieu of a formal option will lose the right to the formal option but will retain the  
8 right to be placed on the applicable layoff list.

9 B. An employee who accepts an informal option to a non-permanent appointment  
10 will have the layoff rights of the permanent position they left. The employee  
11 does not have to wait until the end of the non-permanent to exercise an option  
12 for a permanent appointment.

13 C. If a permanent employee has no formal or informal options available, the  
14 Appointing Authority will determine if a Washington Management Service  
15 position for which the employee has the required job skills is available for an  
16 acting appointment.

17 If no options are available in lieu of layoff, the employee will be separated from  
18 employment.

19 **35.9 Notice**

20 A. Except for temporary layoffs as provided in [Section 35.4](#), employees with  
21 permanent status will be given at least fifteen (15) calendar days’ written notice  
22 before the effective date of the layoff action. If the Employer chooses to  
23 implement a layoff action without providing fifteen (15) calendar days’ notice,  
24 the employee will be paid their salary for the days that they would have worked  
25 had full notice been given.

26 B. The notice will include the basis for the layoff and any options available to the  
27 employee. The Union will be provided with a copy of the notice.



1 C. Employees will be provided five (5) calendar days to accept or decline, in  
2 writing, any option provided to them. This time period will run concurrent with  
3 the fifteen (15) calendar days’ notice provided by the Employer to the  
4 employee. The day that notification is given constitutes the first day of notice.

5 **35.10 Salary**

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

8 A. Transfer or Bump

9 An employee who accepts a transfer or bumps to another position within  
10 their current job grouping or evaluation points will retain their current  
11 salary.

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

13 An employee who bumps to another position with a lower Washington  
14 Management Service evaluation point or to a Washington General Service  
15 job class with a lower salary range will be paid an amount equal to their  
16 current salary provided it is within the salary range of the new position. In  
17 those cases where the employee’s current salary exceeds the maximum  
18 amount of the salary standard or salary range for the new position, the  
19 employee will be compensated at the maximum salary of the new salary  
20 standard or salary range.

21 C. Salary upon Appointment from an Internal Layoff List

22 Employees who are appointed from an internal layoff list to a position with  
23 the same Washington Management Service salary standard from which they  
24 were laid off will be paid the amount in which they were compensated when  
25 laid off plus any across the board adjustments, including salary survey or  
26 other pay adjustments that occurred during the time they were laid off.

1 Employees who are appointed from an internal layoff list to a Washington  
2 Management Service position with a lower salary standard or to a  
3 Washington General Service job class with a lower salary range than the  
4 position from which they were laid off will be paid an amount equal to the  
5 salary they were receiving at the time they were laid off provided it is within  
6 the Washington Management Service salary standard or Washington  
7 General Service salary range of the new position. In those cases where the  
8 employee’s prior salary exceeds the maximum amount of the salary  
9 standard or salary range for the new position, the employee will be  
10 compensated at the maximum salary of the new salary range.

11 **35.11 Moving Expense**

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

16 **35.12 Transition Review Period**

17 The Employer will require an employee to complete a twelve (12) month transition  
18 review period when the employee accepts a layoff option to a Washington  
19 Management job or a six (6) month transition review period when the employee  
20 accepts a layoff option to a Washington General Service job classification in which  
21 they have not held permanent status, been appointed from the General Government  
22 Transition Pool Program, or been appointed from an internal layoff list. The  
23 Employer may extend the transition review period to no more than eighteen (18)  
24 consecutive months for a Washington Management job or twelve (12) consecutive  
25 months for a Washington General Service job classification due to specific  
26 documented training requirements. The Employer will have the authority to shorten  
27 an employee’s review period. Employees will receive a permanent appointment to  
28 the position upon successful completion of the transition review period. The

1 Employer may separate an employee or an employee may voluntarily separate  
2 during the transition review period. Upon separation, and at the employee’s request,  
3 the employee’s name will be placed on or returned to the internal layoff list. The  
4 employee will remain on the list until such time as their eligibility expires or they  
5 have been rehired into a position other than the one they have been separated from  
6 during their transition review period. Separation during the transition review period  
7 will not be subject to the grievance procedure in [Article 9](#).

8 **35.13 Recall**

9 A. The Employer will maintain layoff lists for each job grouping , which will  
10 include geographical availability. Employees who are laid off or have been  
11 notified that they are scheduled for layoff, may have their name placed on  
12 the lists for the job grouping from which they were laid off or bumped and  
13 will indicate the geographical areas in which they are willing to accept  
14 employment. Additionally, employees may request to have their name  
15 placed on layoff lists for other job groupings in which they have held  
16 permanent status. An employee will remain on the layoff lists for two (2)  
17 years from the effective date of the qualifying action and may request to be  
18 placed on the layoff lists for which they qualify at any time within the two  
19 (2) year period.

20 B. When a vacancy occurs within an agency and when there are names on a  
21 layoff list, the Employer will consider the layoff list when filling the  
22 position . An employee will be removed from the layoff list if they are  
23 certified from the list and waive the appointment to a position two (2) times.

24 C. Employees who have taken a demotion in lieu of layoff may also request to  
25 have their name placed on the agency’s internal layoff list of the job  
26 classification they held permanent status in prior to the demotion.

1 **35.14 General Government Transition Pool Program**

2 Employees who volunteer to be laid off, are notified that they are at risk of being  
3 laid off or have been laid off may request their names be placed into the General  
4 Government Transition Pool Program. When a vacancy occurs, the Employer will  
5 consider employees in the General Government Transition Pool Program along  
6 with all other candidates, all of whom must have the skills and abilities to perform  
7 the duties of a position being filled.

8 **35.15 Project Employment**

9 Project employees have layoff rights within their project. Formal options will be  
10 determined using the procedure outlined in [Section 35.7](#). Permanent status  
11 employees who left a Washington Management Service position to accept project  
12 employment without a break in service have layoff rights within the agency in  
13 which they held permanent status to the Washington Management Service job  
14 grouping or Washington General Service job classification they held immediately  
15 prior to accepting project employment. Project employees who are separated from  
16 state service due to layoff and have not held permanent status in classified service  
17 may request their names be placed into the General Government Transition Pool  
18 Program.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ Date 11/13/2024

/s/ Date 11/08/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations & Compensation  
Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

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## APPENDIX XX WMS EMPLOYEES

4

State managers have a crucial role in ensuring that the public receives needed government services in the most efficient and cost-effective manner possible. Managers must direct the development and implementation of policies and programs that achieve results. Managers must attract, develop, and retain a competent, productive workforce in order to successfully carry out state programs. Managers must build and sustain a workplace culture that focuses on performance and outcomes.

10

State managers are expected to personally commit to demonstrating excellent leadership competencies and achieving programmatic results. Also, it is essential that agency leaders hold their managers accountable for properly leading and managing their human resources - their employees. This includes aligning the workforce with the organization's strategic plan, hiring the best qualified staff, creating a productive work environment, setting clear performance expectations, providing day-to-day feedback and support, developing staff competencies, conducting regular performance evaluations, implementing timely and meaningful rewards, and, holding employees accountable for successful performance.

20

The efficiency and effectiveness with which government services are delivered to the citizens of Washington state depends largely on the quality and productivity of state employees. Each manager has the unique and critical responsibility to foster the building of a performance-based culture that will enable workforce success.

25

The employer may designate certain positions as Washington Management Service per RCW 41.06.022 and corresponding WAC 357-58.

27

1                   A. Represented Individuals: All WMS employees who meet the  
2                   statutory definition above and have been recognized by PERC as  
3                   being represented by the Union are represented individuals under  
4                   this Appendix.

5                   B. Unless identified below, no other Articles in this Agreement apply  
6                   to represented individuals. ~~Where an Article does not apply, applicable~~  
7                   ~~WAC or existing Agency Policy will apply.~~

8                   The following Articles apply in their entirety to WMS employees:

- 9   Article 1       Non-Discrimination
- 10   Article 2       Union Recognition
- 11   Article 3       Management Rights
- 12   Article 4       Employee Rights
- 13   Article 5       Union Management Relations
- 14   Article 6       Union Activities
- 15   Article 7       Representational Activities
- 16   Article 13      Safety and Health
- 17   Article 14      Drug and Alcohol Free Workplace
- 18   Article 20      Holidays
- 19   Article 24      Family and Medical Leave...
- 20   Article 25      Shared Leave
- 21   Article 26      Leave Without Pay
- 22   Article 27      Severe Inclement Weather...
- 23   Article 28      Fitness for Duty and Disability Separation
- 24   Article 33      Healthcare Benefits Amount
- 25   Article 36      Uniforms Tools and Equipment

- 1 Article 37 Licensure and Certification
- 2 Article 38 Strikes and Lockouts
- 3 Article 39 Volunteers
- 4 Article 40 Travel Meals and Expenses
- 5 Article 41 Parking
- 6 Article 42 Printing of Agreement
- 7 Article 43 Savings Clause
- 8 Article 44 Entire Agreement
- 9 Article 45 Term of Agreement
- 10 Article 46 Security Committee
- 11 Article 47 Presumption of Resignation

12

13 The following Articles are replaced in their entirety for WMS employees as follows:

14 **Insert Signed TA'd Articles Here**

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ Date: 11/13/2024

/s/ Date: 11/08/2024

James Dannen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarena Davis, Director  
Law Enforcement and Corrections  
Teamsters Local Union 117

15

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 the 2025-2027 budget.

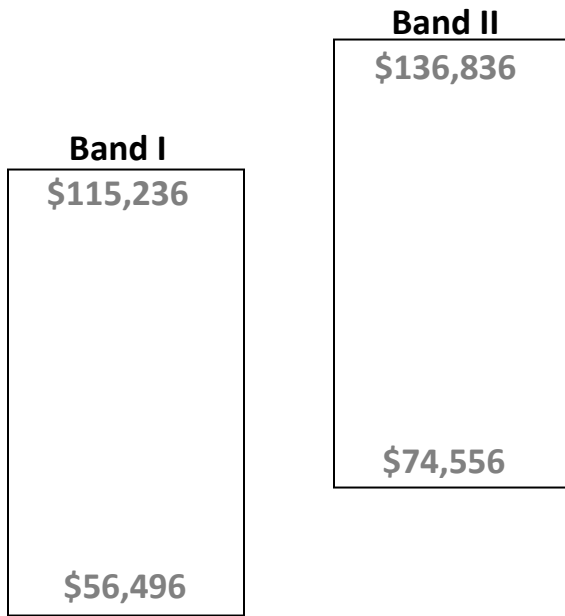
***(3% and 2% GWI)***

**State of Washington, Office of Financial Management**

**Washington Management Service Salary Structure – DOC Teamsters**

Employers should include in their WMS job postings the most reasonable and genuinely expected wage information, as defined in the employer’s salary administration policy.

Effective July 1, 2025 *(includes the 5% increase to band and 3% GWI)*



Effective July 1, 2026 *(This would be if a 2% GWI is proposed for 7/1/26)*

