

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

WASHINGTON FEDERATION OF STATE
EMPLOYEES

and

PERC Case no. 125687-1-22

STATE OF WASHINGTON (DEPARTMENT OF
CORRECTIONS)

Before:

Stanley H. Michelstetter, Arbitrator

Representing
The Union:

John Coker
Younglove & Coker

Representing
The Employer

Darcey Elliott
Kelly Oshiro
Assistant Attorney Generals

Dates of Hearing

August 22-25, 2022

Dates of Award

September 23, 2022.

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Appearances:

Darcey Elliott and Kelly Oshiro, Assistant Attorney Generals, appeared on behalf of the Employer.

Younglove & Coker, Attorneys at Law, by John Coker, appeared on behalf of the Union.

ARBITRATION AWARD

Washington Federation of State Employees (herein "Union") and State of Washington (Department of Corrections) (herein "Employer") jointly selected the undersigned from a panel of arbitrators provided by the Washington Public Employment Relations Commission on April 1, 2022, to serve as the impartial arbitrator pursuant to RCW 41.80.30 to hear and decide the dispute specified below. I held a hearing by video conference on August 22-25, 2022. The parties each made oral argument. The record was closed as of August 25, 2022.

ISSUES IN DISPUTE

The following are the issues in dispute.

1. Article 42, and pay schedules M and N.
 - a. Pay Range: The parties agree that effective July 1, 2023, all unit positions will be assigned to the CC Range Salary Schedule¹
 - b. General Wage Increase

¹ Negotiator Lane Hatfield testified that unit employees who were not in classifications which solely exist in correction remained on the general government schedule. The Employer proposed to move them to the same range and step on the CC pay table which resulted in about a 1.3% increase due to difference in tables. See, tr. p. 85, et seq. The Union does not oppose this.

The Union proposes to increase all wages on the CC schedule by 15% across-the-board effective July 1, 2023, and by 15% again on July 1, 2024.

The Employer proposes to increase all wages on the CC schedule by 4% across-the-board on July 1, 2023, and by 3% on July 1, 2024.

- c. Section 42.19; The parties have agreed to increase the current shift premium from \$1.00 to \$2.50 for employees meeting certain conditions.

2. Appendix B – Job Classifications Within An Agency With An Inherent Need For Flexibility, in Accordance with Article 6.3.A.2

The Employer proposes to amend the listed classification of “Community Corrections Specialist” to “Corrections Specialist.”

The Union opposes any change.

3. Appendix O Assignment pay.

The Union proposes the following assignment pay provisions.

The Employer proposes status quo on Appendix O.

#64 Within the Department of Corrections, basic salary plus twenty (20%) shall be paid to employees assigned to a Community Response Unit (CRU)

65 Within the Department of Corrections, basic salary plus twelve percent (12%) shall be paid to employees assigned to a Civil Commitment Unit.

#66 Within the Department of Corrections, basic salary plus ten percent (10%) shall be paid to employees who have been identified as essential and could be deployed to backfill positions within the prisons.

#67 Within the Department of Corrections, basic salary plus ten percent (10%) shall be paid to Corrections Specialists who have a bachelor’s degree or higher.

4. Appendix S Specific Increases

The Union Proposes the following specific increases for the following progression classes or individual classifications as necessary.

The Employer’s proposals for these are listed in the final column. A range increase is about 2.5%.

Class	Range Increase	Employer Range Increase
Administrative Assistant 2, 3	5	
Community Corrections Assistant	5	
Community Corrections Officer 1	13	
Community Corrections Officer 2	10	
Community Corrections Officer 3	11	
Cook 1, 2, 3	14	
Corrections Hearing Officer 3,4	14	
Correctional Records (all)	5	
Corrections Specialist 1, 2, 3, 4	5	
Human Resources Consultant 1, 2, 3, 4	5	4 (for HR 3 and 4)
Corrections Mental Health Counselor 2, 3	9	4 (for CMHO 3)
Food Service Manager 1, 2, 3	11	
Maintenance Mechanic 1, 2, 3, 4,	8	
Office Assistant 1, 2, 3, Lead	8	
Office Support Supervisor 1	8	
Office Support Supervisor 2	11	
Office Support Supervisor 3	8	
Office Manager	8	
Secretary, Senior, Lead, Supervisor	8	
Corrections & Custody Officer 1, 2, 3, 4,	5	4 for CCO 1, 2 CCO2&3 ea.
Construction and Maintenance Project Specialist, Lead and Supervisor	5 5	2

BACKGROUND

The Department of Corrections ("Department") is a major unit of Washington state government. At the end of the current collective bargaining agreement, the Department was organized into the following major Divisions: Men's Prisons, Women's Prisons, Re-Entry Divisions, and Community Corrections. It operates 12 prison facilities and 12 work-release centers. There are other Divisions which are not relevant to this proceeding.

The Department has 7,194 employees. There are two major bargaining units for the Department. The Teamsters represents employees in the Men's, Women's, and Re-Entry Divisions. They represent about 5,363 employees. The Wisconsin Federation of State Employee ("WFSE") represents employees in many state agencies of which some are employed in the

Department of Corrections in the Community Corrections Division. They represent 1,225 employees in the Community Corrections Division. There is another unit of 6 employees. The remaining 600 employees are not represented.

Offenders sentenced to prison terms of more than a year start their confinement in the prisons. Those that are nearing the end of their term or who are granted work release or other partial confinement sentences are transferred to the Re-entry Division. Washington has one of the most progressive corrections philosophies in the U.S. It is providing a substantial level of services to those going through the Re-entry process to ensure their success in not re-offending and transitioning into housing and jobs. Those who are paroled, sentenced to supervised release, and other limited programs are assigned to the Community Corrections Division.

It is important to note that the total number of offenders served by the Department declined greatly because of the COVID pandemic. One reason was the state's efforts to reduce the number of prisoners confined. The pandemic also led to a reduction in the number of offenders under supervision as well.

The most numerous positions in the bargaining unit are in the Community Correction Officer range (545), Correctional Records (140), Corrections & Custody Officer (122), and Corrections Specialist (212).

DISCUSSION

Pursuant to RCW 41.80.010, the parties negotiate a master agreement for all WFSE represented employees. The parties then negotiate a supplemental agreement for individual units. RCW 41.80.020 provides the scope of bargaining but specifically prohibits the Union from negotiating health care benefits, retirement system and benefits, and prohibits bargaining over matters pertaining to management rights specified under RCW 41.80.040. There is no dispute about the negotiability of any issue in this dispute. The parties previously arbitrated matters involving this unit by Memorandum of Understanding. However, this arbitration occurs pursuant to statute and involves not only positions unique to the Department of Corrections but all positions in the Department of Corrections represented by the Union.

Negotiations occur pursuant to RCW 41.80.200. If agreement is not reached in bargaining PERC's Director certifies the unresolved issues to arbitration. The Director certified the issues for this unit to arbitration on August 15, 2022. Pursuant to RCW 41.80.200(6), the arbitrator shall resolve the dispute applying the following statutory factors:

(a) In making its determination, the arbitrator shall take into consideration the following factors:

- (i) The financial ability of the department of corrections to pay for the compensation and benefit provisions of a collective bargaining agreement;
- (ii) The constitutional and statutory authority of the employer;
- (iii) Stipulations of the parties;
- (iv) Comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like state government employers of similar size in the western United States;
- (v) The ability of the department of corrections to retain employees;
- (vi) The overall compensation presently received by department of corrections employees, including direct wage compensation, vacations, holidays, and other paid excused time, pensions, insurance benefits, and all other direct or indirect monetary benefits received;
- (vii) Changes in any of the factors listed in this subsection during the pendency of the proceedings; and
- (viii) Such other factors which are normally or traditionally taken into consideration in the determination of matters that are subject to bargaining under RCW 41.80.020(1).

(b) The decision of an arbitrator under this section is subject to RCW 41.80.010(3).

The arbitrator's award is subject to the process specified in RCW 41.80.010(3) requiring submission of the appropriation decision of the Legislature.

A party seeking to change a provision in a collective bargaining agreement must show that circumstances have changed since the last agreement, that a change in the agreement is necessary, and that its proposal is appropriate to deal with that need.

The evaluation of wage issues is statutorily based on the comparison to similarly situated employees in the enumerated states. This was done by the Segel survey. This year's Segel salary survey surveyed 12 benchmark positions which cover about 71% of this bargaining unit to the similar positions in the states of Arizona, Colorado, Montana, Nevada, New Mexico, Oregon, and Utah. Of these states, Colorado, Montana and Oregon have collective bargaining. Segel

adjusted data with the Regional Price Parities Index (RPPI) to equalize for geographic price levels. They then compared not only job titles but job duties by interviewing human resource professionals at each of the comparators. Segel then compared the benchmark positions at the beginning, midpoint, and maximum pay level both for pay and for the employee benefit of total compensation. They did not survey the Teamsters unit positions with the same title.

I. Article 42 and Appendices M and N

A. Overall positions

Employer:

The Employer takes the position that the arbitrator should- consider in addition to the statutory factors, the Employer's responsibility under RCW 41.06.152 to consider salary schedule compression and inversion related to the job classifications with the same classification series. The Employer notes that it does not consider differences between bargaining units even with the same job classifications and that the statutory comparison factor only relates to comparisons to other states and not to internal comparison to other employees of the Employer in other bargaining units. In that regard it argues that RCW 41.80.200(6) means that the arbitrator is not to consider internal comparisons. In any event, the arbitrator should carefully consider the totality of the circumstances whether the Union's requests for parity are reasonable, especially considering financial feasibility. The total cost of the Employer's proposal is reasonable when considering that while the state is receiving increasing revenue it has substantial budget pressures. 70% of the Employer's budget is statutorily earmarked and cannot be used for this purpose. High inflation affects the Employer as well as the employees The biennium total cost of the Union's Article 42 general wage increase is \$59,558,832. The total biennium cost of the Employer's Article 42 wage proposal is \$14,519,170. The Employer's proposal is designed to give a reasonable general wage adjustment and reflect that the Employer's funds are still limited. It is reasonable considering the current economic circumstances. The total biennium cost of the Employer's complete proposal is \$114,084,587. The total biennium cost of the Union's proposal is \$131,691,278. The Union's total cost position is unreasonable under any circumstances.

Union:

The Union takes the position that it has proven a compelling need for change. A coalition of unions including this one a cycle ago forewent opening its agreement when the Employer was having financial difficulty. The Teamsters did not follow that agreement. It went ahead and bargained an increase in wages for that term which was awarded to them in an interest arbitration award² ranging from 5% to 15%. The Union received a 3.25% increase by legislative action for the same period. The Union is now significantly behind as a result.

Unit members are also significantly behind similar positions in the survey. They are also significantly behind individuals working in the same classifications elsewhere in the state, but, particularly, in the Teamsters' unit. They are often working with others in the same classification and same schedule placement but receiving substantially less money. The Employer is refusing to address that issue.

Looking to the statutory factors, the state's revenues are substantial, and show that revenues are growing beyond expectations. The Employer acknowledges that its financial position is "stable." This is true because of our Union's action to forego increases in the past. Inflation has increased 8.5% over the last twelve months. It is getting worse.

The state salary survey supports the Union's position. In one position in particular, Community Corrections Officers 2 are 9.8% behind the market. Similarly, Cook 2's are 13.6% behind the market. The Employer's approach is to wait until employees are 20% behind and have high turnover. The Employer's policy is unreasonable. Further, while the Employer argues that the arbitrator should follow that approach, it did not even do so itself. It fails to offer targeted increases for employees where even that approach would require a targeted increase and offers targeted increase for certain positions where that approach does not support it. There was no evidence to support the Employer's offer of 4% and 3% across the board. It is well established that all employees of an employer should be treated equally in identical situations. The arbitrator is not bound solely by the salary survey. The arbitrator is entitled to consider other states under (iv), but Washington is also a Western state and is its own comparator. In any event, factor (viii) allows consideration of "...other factors which are normally or traditionally taken into consideration in the determination of matters that are subject to bargaining...." The Union's 15% and 15% is not a made-up number. It is based on the unbelievably high CPI and the cost of living in Washington while employees are at the bottom in term of wages.

² The Union submitted Arbitrator Duffy's award with its final argument without objection.

B. Appropriate General Wage Adjustment

The evidence does not lend support to the Union's position as to the appropriate general wage adjustment. The Union relied basically on the fact that the other unit had a general increase when they did not and that Arbitrator Duffy's award granted substantial targeted increases when this unit got none.

Arbitrator Duffy's September 2021, arbitration award involving the Teamsters unit was rendered during the midst of the pandemic for the July 1, 2021 to June 30, 2023 period and was largely based upon the working conditions that workers faced in the prisons at that time. The award granted no increase for the year beginning July 1, 2021. The primary reason for that was that the other unions had chosen not to seek an increase for that fiscal year. It awarded a 4% general wage increase effective July 1, 2021, plus a one-time \$1500 bonus either for retention of employees during the pandemic or, as the state put it, in lieu of an increase for FY21. It also granted substantial targeted increases over many classifications effective July 1, 2022. The ones of primary interest here are for Corrections and Custody Officer 2, 3-ranges (about 7.5%), Office Assistant 3, 5-ranges (about 12.5%), Corrections & Custody Officer 2, 3, 4, 3-ranges (about 7.5%).

As noted by the Union, this unit received no general increase for FY21, and a legislatively granted 3.5% increase for FY22, ending June 30, 2022. The better view of this part of the Union's position is that it does not support a general increase beyond that proposed by the Employer.

The Union also relies upon the difference to reach market as to benchmark positions versus this year's survey to reach market in the same positions. The Union also relies on its internal and external wage rate comparison. Both factors are better addressed as to the targeted increases discussed below.

The inflation factor tends to show that the Employer's general wage adjustment proposal is low for the first year of this agreement. The Bureau of Labor Statistics, July 2022, report showed that the Consumer Price Index For All Urban Consumers (CPI-U) showed an seasonally adjusted 8.5% annual increase over the prior year. The Consumer Price Index For Wage Earners and Clerical Workers (CPI-W) increased 9.1% year over year. The only good news is that July

did not show an increase over the month before. This tends to show that the Employer's proposal is understated for 2023.

Bargaining is on-going for other state bargaining units. There was no information as to where those negotiations are now. There is no other data showing other area settlements in the light of the inflation rate.

The better view is that the Employer's proposal is close to being appropriate to deal with past and future inflation under the circumstances. Normally, collective bargaining considers adjustments for the year preceding the year being addressed. The inflation for the first year of the agreement is known. The second year is not. Assistant Budget Director Snell testified both how inflation affects the ability of the Employer to grant increases and the economic risks for inflation in the next year. Specifically, inflation affects both the Employer and unit employees alike with higher prices. It increases revenues as well. However, the Employer's revenue is heavily dependent on consumer spending. This leaves the Employer at risk for the effect of the current inflationary cycle. As prices increase, people tend to reduce spending. In this case, the Fed is raising interest rates and tightening the economy which is one of the overall risk factors that may negatively affect revenue soon. The better view is that the Employer's modest approach in its proposal is generally appropriate. I adopt the Employer's first year proposal of 4% but following the parties' past practice in prior agreements reallocate its second year offer to 2% July 1, 2024, and 2% January 1, 2025. The cost is the same in this biennium and better accounts for the past inflation over the term of this agreement.

The Employer has the financial ability to fund the financial package found otherwise appropriate herein. The primary difference between the award herein and the Employer's offer is the significant difference between this award as to targeted increases and that of the Employer. Director Snell acknowledged that the Employer's budget situation is "stable." Revenues have been regularly coming in greater than expected. The Governor's directive specified an ability to provide adequate increases but stressed caution. She noted, though, that most recently revenue is coming in as projected and not above. The Employer faces in addition to that discussed above uncertainty from the war in Ukraine, supply chain issues, and a myriad of other economic concerns. As noted, Washington relies heavily on sales tax which in turn can decline dramatically with those uncertainties. Federal funds for COVID represented 5.2% of the Employer's budget for the current biennium. Much of that money was one-time and will have to

be made up with general revenue funds. The new capital gains tax has not yet produced revenue. Further, there are many social services demands now.

It serves no one to make an award which will not be adopted by the Legislature. There is no guidance as to this issue other than that in Arbitrator Duffy's award. That award demonstrated that the Employer granted targeted increases which were greater proportionally than that in this award. Under the circumstances, I conclude that the Employer has the financial ability to meet the changes granted by this award.

II. Appendix B - Job Classes Within and Agency with Inherent Need for Flexibility, in Accordance with Article 6.3, A.2

The previous agreement included employees in the position of "Community Corrections Specialist" in item 6 as a position subject to the "inherent need for flexibility." The position of "Community Corrections Specialist" was retitled "Corrections Specialist" without any change relating to that position. The Employer proposes to delete the word "Corrections" as an editorial change to bring the terms of agreement into alignment with that change. It is undisputed that the term "flexibility" under Article 6, Section 6.3 relates to differentiating between those employees who have fixed work weeks in which work outside their 40-hour week will require the Employer to pay overtime pay. By contrast, those who are listed in Appendix B need to be able to vary their schedule to meet work needs. The example of this is when an employee needs to work with clients who can only meet on a normally scheduled off day for the employee.

The Union's position is that the effect of this change would eliminate the payment of overtime and require employees in that class to "flex time" (make up overtime by varying hours in the same pay period.). Bill Copland is in the class as a Corrections Specialist 4. He was denied overtime for Saturday work which would have been overtime. He was denied overtime pay and required to flex time. He filed a grievance and the same is pending before a grievance arbitrator.

Ordinarily, interest arbitrators avoid retaining language which is mere surplusage in an agreement. However, in this case it is pre-mature to change this language until the arbitrator has ruled. It appears that what is at issue is whether the Employer can apply a past practice where flexing was required for Corrections Specialists who dealt with clients to a new situation where some Correction's Specialists do work which does not involve clients. It is expected that the

parties will change this provision by MOU when they agree as to how the overtime issue will be administered.

III. Appendix O – Assignment Pay

A. #64 Critical Response Unit (CRU)

Employees in this unit are tasked to take offenders who are on supervision back into custody when, for example, they have new indictments or warrants for their arrest. They are usually a high risk to the community. They work with the worst offenders. They are often part of a multi-jurisdiction team with law enforcement agencies such as Police, FBI, U.S. Marshalls Service, and other law enforcement agencies. In this regard, they work to obtain intelligence about the offenders, then work with the equivalent of police tactical units to take them and other offenders into custody. They are often deputized. They are prepared to use lethal force if necessary. Employees are at higher risk of injury. They face an increased risk of both criminal charges or civil suits for their actions. CRU members have an additional training requirement. They attend the Basic Law Enforcement Academy that all police officers in the state are required to attend.

The work is done by Corrections Specialist 4's. The Union views its 20% proposal as being on the low end of what they should be paid by comparison to the law enforcement officers they work with.

The Employer opposes making any change to this and other Union assignment pay proposals because its priority was to deal with those who are underpaid. The Employer also opposed assignment pay for this position because they were moved to the newly created Corrections Specialist 4 classification to compensate for this work.

The Corrections Specialist 4 job description has as one its tasks:

Serves on one or more task forces to identify and arrest high-risk offenders who pose the greatest danger to community safety.

The job they perform when they are “deputized” by a law enforcement agency goes beyond the classification in that they are then responsible to participate in the exercise of general police powers and have responsibilities toward fellow officers, the public, and those who they interact with in the apprehension process. Those functions carry a substantial risk of civil liability, criminal liability, and other factors associated

with those circumstances. The exercise of general police powers is outside the stated job description. I award the following language.

“Corrections Specialist 4’s assigned to the Corrections Recovery Unit will receive an additional 10% of base pay while engaging in specialized training and retraining for law enforcement, deputized as law enforcers by law enforcement agencies, otherwise acting in concert with law enforcement agencies on any day in which they execute an arrest.”

B. #65 Civil Commitment Unit

The Civil Commitment Unit is a small unit of about 12 people. Its operative staff is Corrections Specialist 3’s. It deals with sexually violent individuals who are supervised by DHSS. They are required to have additional training beyond Corrections Specialists and annual re-training. This work is contentious and litigious. They serve on law enforcement task forces and can be deputized. On occasion, CCU unit members may be called upon to use lethal force. They participate in complex investigations which can lead to prosecution in federal or state courts.

The Union has proposed a 12% assignment premium to those assigned to this unit based on the difficulty of working with this group of offenders, added complexity, and training.

The Employer opposes this as their work is within their job classification. The evidence is sufficient to award a 5% assignment pay while performing certain tasks. The evidence supports the conclusion that they exercise functions outside their description but is insufficient to conclude that they carry the same risk as the CRU.

I award the following language:

“Corrections Specialist 3’s assigned to the Community Response Unit will receive an additional 5% of base pay while engaging in specialized training and retraining for law enforcement, deputized as law enforcers by law enforcement agencies, otherwise acting in concert with law enforcement agencies on any day in which they execute an arrest.”

C. #66 Premium for Those Identified as Essential

The Union proposes that those who are identified as essential workers be paid their base salary plus 10%. For the purposes of this decision, essential employees are those in the unit who may be called in to fill in when there is a shortage of the essential employees in the prison to meet staffing needs. Obviously, prisons must always be staffed appropriately.

The Employer asked for volunteers during the COVID pandemic to volunteer to meet that need. The Employer at first sought those who had previously served in prisons and had the mandatory basic prison training. The Employer has since expanded that to others it is willing to train. For example, Don Malo was one of the employees who first volunteered to do that. He was called many times. One time he was required to work 33 straight days with long hours. Those employees who went to work in the prisons had to take the same precautions and suffer the same risks outlined in Arbitrator Duffy's award.

It is unclear how this task will evolve. The better view is that those who perform this work should be paid the greater of their own base pay or that of a substantially equivalent position in the other unit while on assignment or training to be on assignment. Mr. Malo's testimony has demonstrated that retention of people volunteering to do this work is important.

Accordingly, I make the following award:

"Employees who have been identified as essential and could be deployed to backfill in positions within the prisons shall be paid the higher of their base rate or the rate of a substantially equivalent position while training for or filling in in the prisons. Those qualified to fill in shall be paid a retention bonus of 3% of base pay for every fiscal year they continue to volunteer and remain qualified."

D. #67 Baccalaureate Degree

There are employees in the unit who were hired in the position of Community Corrections Specialist which required a bachelor's degree. That classification has now been eliminated. That classification was merged into the Corrections Specialist which does not require that degree but lists it as a "desirable" qualification.

There is no evidence in any change of circumstances with respect to working conditions. This proposal is addressed solely to pay for a qualification that employees

already have. Evaluating this proposal requires an analysis of the Employer's pay progression system for employees who have qualifications that exceed minimum requirements. I award no change for this proposal.

IV. Appendix S -Targeted Increases

The Union has requested targeted increases for some classifications that are not filled in the bargaining unit. I have addressed these because the record is not clear if these are positions which might be filled during the term of the Agreement.

A. Administrative Assistant

The Union proposes a 5-range increase for the Administrative Assistant 2's and 3's or about a 12.5% targeted increase based upon comparison to the same titled position in the other unit. The Administrative Assistant provides administrative and staff support for a unit administrator. This person may act for the unit's supervisor in his or her absence. This includes ensuring that professional staff is following policy and has an appropriate output. The Administrative Assistant 3 performs similar duties for a higher-level manager.

The survey lists the benchmark Administrative Assistant 3 as about at midpoint base pay, 89% of average pay at the midpoint, and 84% of average at maximum. The turnover data shows that there has been no turnover in the Administrative Assistant 2 in the unit but 10% state-wide in FY 22. The turnover for the 3 position is 10% in FY 20, 6% in FY 21, and 22.2% in FY 22. I award a 2-range increase effective July 1, 2023 for both.

B. Community Corrections Officer 1, 2, 3

The Union proposes to increase the Community Corrections Officer 1 by 13 ranges (about 32.5%). It proposes to increase the Community Corrections Officer 2 by 10 ranges (about 25%). It proposes to increase the Community Corrections Officer 3 by 11 ranges (about 27.5%).

The Employer is not proposing any increase for these positions.

The Community Corrections Officer 1 is a training position which advances to Community Corrections Officer 2 after one year. The Community Corrections Officer 2 manages a caseload of adult criminal offenders who are under supervision while back in

the community. They match the level of supervision to the offenders' needs and impose, monitor, and enforce conditions of supervision. They inspect offenders' homes, worksites, treatment sites, and other collateral places. The position specifies a desirable qualification of a bachelor's degree.

The Community Corrections Officer 3 does the same work but acts as a lead person for others. The Corrections Specialist 3 works independently and performs complex duties within a division or region. This includes auditing correctional programs for compliance, managing a specialist caseload of incarcerated individual such as Responsible Fatherhood, etc. I find the Corrections Specialist positions are intended to be filled by more experienced and highly skilled individuals.

The survey used Community Correction Office 2 as a benchmark. It found comparable positions among all comparators. Unit employees were 92% of the average minimum wage, 88% at the midpoint, and 84% of the maximum. The turnover data shows that the Community Corrections Officer 1 has had high turnover in the last two years with FY22 being 29.3%. The Corrections Officer 2 has had turnover for FY22 of 11.2%. The Corrections Officer 3 has had turnover for FY22 of 8.8%.

These positions require a reasonable degree of retention. I conclude that each should be increased by 1 range on July 1, 2023, and 1 range of July 1, 2024.

C. Cook 2

The Union proposes to increase the Cook 1, Cook 2, and Cook 3 positions by 14 pay ranges each or 35%. The Cook 2 is the only position in this unit. The Union compares the Cook 2 to the AC Cook in the Teamsters unit. Cooks 2:

Performs skilled cooking duties and lead for preparation.

Regularly assign, instruct, and check the work of others; function as head cook in a food service function;

OR

Supervises and participates in the preparation and service of all food on a shift in an institution; supervises the in-service vocational training program for resident culinary help on a shift; or with a

Department of Social and Health Services residential facility, cooks and leads other culinary staff, or cooks in a group home.

The other unit has the AC Cook. The AC Cook: "Directs preparation and service of food by inmates on an assigned shift in an adult correctional facility." This position includes maintaining order and discipline among inmates while they are working in food and dining areas.

The Cook, AC involves risks and requires training and skill beyond that required of the Cook 2.

The survey found 5 comparators. It finds that position 96% of the minimum, 92% at the midpoint, and 89% at the maximum. The undisputed evidence is that the Employer has been unable to retain cooks and a recent recruitment produced one applicant who ultimately refused the job when it was offered to him. That testimony also establishes that there is increasing competition in the local private sector for cooks. The turnover data shows that within the bargaining unit there has been 8.9% in FY20, 9.2% in FY21 and 42.6% in FY 22. The public interest requires stability in this position. I conclude that the retention factor favors a 3-range increase for this position for Cooks 1, 2, and 3, effective July 1, 2023.

D. Hearing Officer 3 and 4

The Union proposes a 14-range increase for the Corrections Hearing Officers 3 and 4 each or 35%. The Union bases its position upon comparison to PERC's Labor Relations Adjudicator/Mediator positions. I find little comparability to that position. The Union also submitted evidence in the form of a white paper which alleges that when the Hearing Officer position was created in 1999-2000 it was set slightly above the Community Corrections Supervisor rate. The Hearing Officer rate is now 18% below the CCS. This suggests that there has been inversion. There is little turnover in this position.

The survey found three comparators, New Mexico Oregon, and Utah. It finds that the benchmark Corrections Hearing Officer 3 is at about comparable at the minimum and midpoint range, but 7% behind the average range maximum. The evidence establishes that over the years the Corrections Hearing Officers' legal and decisional responsibilities have increased as the state has required stricter scrutiny of offenders' rights against

detention. Some of the decisional authority of the courts has been transferred to Correctional Hearing Officers. This makes Hearing Officers unique among the comparator states. Washington is ahead of other states in its effort to be more judicious in re-incarcerating offenders. Assessment of legal skills was beyond the expertise of the surveyors. The unit's position requires obtaining and maintaining a higher level of legal skills in Washington's legal environment. Thus, it would be reasonable to expect that this position be significantly above the average of the survey. Thus, a three-range increase is appropriate for both Hearing Officer 2 and 3.

E. Corrections Records Technician, Etc.

The Union proposes a 5-range increase each for the Corrections Records Technician, Correctional Records Lead, Correctional Records Supervisor, and Records Management Supervisor. The Corrections Records Technician range job description covers employees in both units.

The Corrections Records Technician works within a correctional records office. He or she must understand all laws and regulations concerning sentences and calculate sentences accordingly.

The Correctional Lead performs the same duties but perform lead duties over the lower position.

The Correctional Records Supervisor supervises the two lower positions. He or she performs high level correctional records technical tasks and sentence structure duties.

The Records Management Supervisor position develops, implements, and administers a totally integrated records management program in a large agency and requires a bachelor's degree and four years' experience in forms design or management.

The Union contends that all these positions are about 14% behind the identical positions in the prisons.

There is no significant turnover in any of these positions.

The survey used the Correctional Records Technician as the benchmark. The pay for this position in this unit is above the average at every level.

I award no change.

F. Corrections Specialist 1, 2, 3, 4

The Union seeks a 5-range increase for each of the Corrections Specialist classifications. The unit has only Corrections Specialists 3 and 4 now. The Corrections Specialist 3 has a “desirable” qualification of bachelor’s degree and four years of professional experience in adult or juvenile corrections, social services, or a closely related field. Again, the description provides:

Performs senior-level work and is responsible for corrections programs or activities across an assigned division or region in one or more of the following areas:

- Audits correctional programs for compliance with policy;
- Managing a specialize caseload of incarcerated individuals under Least Restrictive Alternative or Family Offender Sentencing Alternative;
- Oversight, coordination and implementation of correctional programs or activities such as the Responsible Fatherhood Opportunities for Reentry and Mobility(ReFORM) and the Substance Abuse Recovery Unit (SARU) treatment programs.

OR

Within a major secure facility or correction complex that includes multiple levels of confinement, has overall administration of institutional hearings or a multi-million-dollar roster management program.

There are employees in this job classification in both units. Those in the other unit are paid about 13% more than those in this unit. Employees in this classification serve in the same location with employees in the other units performing essentially the same duties.

I conclude there is significant differences in duties often between units. However, the fact that the Employer had included these positions in the same classification establishes that the Employer views the positions as all having a degree of comparability.

The turnover data is relatively low. The survey used Corrections Specialist 4 as the benchmark. It found two matches, Colorado, and New Mexico,

which was not enough for comparison. Yet, that survey still shows that Corrections Specialist is 12% below the average of those at the midpoint and 14% below them at the maximum. This is significant evidence of the closer comparability of the Corrections Specialist 4's across units. I award an adjustment for the Corrections Specialist 3 and 4 of 1 range effective July 1, 2023, 1 range January 1, 2024, and 1 range June 30, 2024. The purpose of the staggered increases is to hold down the total cost of this adjustment over the biennium.

G. Human Resources Consultant 1, 2, 3, 4

The Union proposes to increase each of the Human Resource Consultant 1, 2, 3, and 4 by 5 ranges. The Employer proposes to increase the Human Resource Consultants 3 and 4 each by 4 ranges. Only the Human Resource Consultant 3's and 4's are in this unit as of now. The Union bases its position on the pay rate of the same classification in the other unit. However, the Employer's proposal is consistent with the survey and puts these positions at about the same pay level as the other unit. The Employer's position is adopted.

H. Corrections Mental Health Counselor 2, 3

The Union proposed to increase both the Corrections Mental Health Counselor 2 and 3 by 9 ranges. The Employer proposed to increase only the Corrections Mental Health Counselor 3 by 4 ranges.

The Corrections Mental Health Counselor 3 provides specialized counseling to a group of offenders, provides unit leadership, and assists the supervising psychologist. The basic description is the same for both units. The Corrections Mental Health Counselor 2 provides similar services. The Mental Health Counselor 3 had a lead function and coordinates with the supervising psychologist.

The Union compares these positions to the same job title in the other unit. The state survey did not address this position. There was no turnover in the unit, but there was 9.9% turnover in the last fiscal year state-wide in this position. The MHC2 is paid 21.3% less than the other unit. The MHC3 is paid 9.8% less than the other unit. I award both positions a 4-range increase.

I. Food Services Manager 1, 2, 3

The Union proposes to increase the Food Service Manager 1, 2, 3 each by 11 ranges or 27.5%. The Food Service Manager 1 is the only position in the unit. The Union bases this adjustment on the same position in the other unit, which is paid \$70,284, whereas the unit position is paid \$56,580. The Food Services Manager 1 for both units is described essentially as follows:

Manages the food service department where 4,000 to 12,000 meals are prepared each month. Duties include supervising others engaging in planning menus, ordering, storing, and maintaining inventories of foods, and supplies, preparing and serving meals, and planning and preparing modified diets and menus which conform with medical care programs; or serves as the principal assistant to the Food Services Manager 3 or 4. The Food Services Manager 3 manages a program of 30,000 to 50,000 meals.

The survey does not address this position but does show that the Cook 2 is underpaid by 9%. Based upon the findings above, avoiding the tendency to inversion with the Cook 2 would require a minimum of a 3-range increase. The Employer's arguments distinguishing the same classification between units have little merit at this level of responsibility. The comparison to the classifications of Food Manager 3 and 4 do provide some guidance as to the potential distinctions. Those ultimately involve the number of subordinates and experience. There is no direct testimony on these factors,

I award a 3-range increase for these positions effective July 1, 2023.

J. Maintenance Mechanic 1, 2, 3, 4

The Union seeks an 8-range increase for the Maintenance Mechanic 1, 2, 3, 4. There are only Mechanic 2's in the unit now. The Maintenance Mechanic 2 is the journeyman position in this series. The job function of the Maintenance Mechanic 2 in both units performs skilled work in the operation, repair, remodeling and construction of

buildings, grounds, machinery, mechanical facilities, and equipment. The Maintenance Mechanic 3 is the lead worker for this class, while the Maintenance Mechanic 4 is the supervisor or expert level mechanic. The Union argues that in each classification this unit's employees are about 18% less than the other unit.

The Employer has essentially alleged that the working conditions between the units make the positions not compatible. That they are in the same classification and share the same duties demonstrates that the Employer deems that they have significant comparability although not necessarily identical comparability.

The statewide turnover data for the Mechanic 1 in the last fiscal year was 12%, Mechanic 2- 9%, and Mechanic 3 about 2.5%. The Mechanic 2 position was surveyed. It is above average at the minimum, 81% of the midpoint, and 92% of the maximum. I award for all the positions in this range a 2-range increase for July 1, 2023, and another 1-range increase for July 1, 2024.

K. Office Assistant 1, 2, 3, Lead

The Union proposes an 8-range increase for the positions in the Office Assistant classifications based upon a comparison to the same positions in the other unit which are 18% ahead of this unit's positions. The Office Assistant 3 is the benchmark position. The Office Assistant 3 performs a variety of complex clerical projects such as preparing reports, processing fiscal documents, responding to requests for information, and performs complex word processing tasks. The Office Assistant 1 and 2 perform routine office tasks. The turnover for the Office Assistant 3 is significantly greater than that of the lower rated positions. The turnover in the unit for FY22 was about 17% and about 13% state-wide with turnover ranging at about 10% in each prior fiscal year. The survey found comparators in all states. The survey found that unit positions were 84% of the midpoint and 78% of the maximum. I award a 4-range adjustment for the Administrative Assistant 3 and Lead effective July 1, 2023.

L. Office Support Supervisor 1, 2, 3, and Office Manager.

The Union proposes various range increases for employees in the Office Support series. The Office Support Supervisor 1 in both units supervises clerical unit staff while,

also, performing the work of the unit. The Office Support Supervisor 2 in both units supervises staff and/or lower-level supervisors assigned to a variety of occupational categories or performs a variety of office support functions. The Office Support Supervisor 3 is a supervisor of supervisors. This position interviews and selects applicants, conduct training, and schedules work. The Union bases it proposal upon comparison to the same positions in the other unit. Only the Office Support Supervisor 2 position is filled in this unit.

The Office Manager plans, assigns, and supervises varied and extensive processing and service units related to central office activities.

The other unit's Office Support Supervisor 1 earns 7.1% less, the Officer Supervisor 2 and 3 and Office Manager each earn about 27% less.

The turnover is minimal in all of these positions. I find no change is appropriate.

M. Secretary, Senior, Lead, Supervisor

The Union proposes an 8-range increase for each of these positions based upon inequity between salary schedules.

The survey did not address any of these positions.

The turnover data shows that the Lead, Senior and Supervisor state-wide have high turnover ranging from about 10% to 14%, the latter being the Lead.

I award a 2-range increase in all positions effective July 1, 2023.

N. Corrections & Custody Officer 1, 2

The Corrections & Custody Office 1 performs security work to ensure the safety and security of an institution, handles search dogs, drug detection, and transports offenders to and from correctional institutions, work release offices, and/or performs mail room security services. This position is a starting position. They advance to the Corrections and Custody Officer 2 position after a year. The Corrections & Custody Office 3 performs the same work but, also, supervises Corrections & Custody 1 and 2's, evaluates and trains them. This position may supervise others in a mail room serving an institution rated for 1,000 or more.

The Union proposed a 5-range increase for each position. The Employer proposed a 4-range increase for the Corrections & Custody 1 and 2, while a 2-range increase for the 3 and 4 Union bases its position on comparison to the same titled positions in the other unit.

There is normal turnover at the Corrections & Custody Officer 3 and 4 position. However, The turnover for Corrections & Custody 1 is FY22 was 37% and Corrections & Custody Officer 2 was 2.4%. The turnover is about the same statewide as in this unit.

The survey found comparators in all states for the benchmark Corrections & Custody 2. The Corrections & Custody Officer 2 is about 95% of the minimum, 94% of the midpoint and 93% of the maximum.

The better view is that retention at Corrections & Custody 1 and 2 requires a greater adjustment for the retention factor than the higher positions. The Employer noted that the Corrections & Custody Officer 1 range was not adjusted in previous years when the 2's and 3's were. The Employer's proposal is adopted.

O. Construction and Maintenance Project Specialist, Lead and Supervisor

The Construction and Maintenance Project Specialist works under general supervision to perform construction, maintenance and repair work on facilities and equipment. Construction activities are a major portion of this position's time. This class is distinguished from the maintenance mechanic series by being able to work in at least two skilled trades.

The Construction and Maintenance Project Lead works under general direction. The Lead develops work methods and procedures in construction. This position generally works on the construction site and leads a crew.

The Construction and Maintenance Supervisor is the supervisor of those in the lower-level positions usually arrayed in maintenance crews.

There are 2 Project Leads and 3 Project Supervisors in the unit.

The Union bases its proposal of a 5-range increase on comparison to the same positions in the other unit. The Employer bases its 2-range increase on the salary survey.

There has been no direct evidence about these positions. The survey found comparators in Arizona, Colorado, and Oregon. It found that this position was 118% of

minimum, 103% of midrange, and 92% of maximum. There was no turnover in this unit except 2.9% for FY22 for the supervisor. However, state-wide there was 15% FY22 in the specialist and about 5.5% for each of the other positions.

The positions in this range are intended to be two ranges above the Maintenance Mechanic range. I base the following award on this need. Accordingly, I award a two-range increase for all positions in this class effective July 1, 2023, and a one-range increase effective July 1, 2024.

Based on the foregoing, I make the following award.

AWARD

The parties shall adopt the following:

1. Article 42 and Schedules M and N.
 - a. Effective July 1, 2023, all unit positions will be assigned to the CC Range Salary Schedule.
 - b. All wages on the CC Range Salary Schedule shall be increased by 4% across-the-board effective July 1, 2023.
 - c. All wages on the CC Range Salary Schedule shall be increased by 2% across-the-board effective July 1, 2024, and 2% January 1, 2025.
 - d. Section 42.19: increase shift premium to \$2.50.
2. Appendix B – no change
3. Appendix O -make the changes specified above.
4. Appendix S- make the changes specified above.

Dated September 23, 2022,


Stanley H. Michelstetter, Arbitrator