

PREAMBLE

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

ARTICLE 1

NON-DISCRIMINATION

1.1 Policy Statement

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

1.2 Review Processes Available to Employees

The Employer and the Union agree it is important that employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with their supervisor or other management staff, or file a letter of complaint or Internal Discrimination Complaint (IDC) within the agency. In those cases where an employee files a grievance and an IDC regarding the alleged discrimination, the grievance process will be suspended until such time as the IDC investigation has been completed. Other avenues available to employees are through the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission

(EEOC). Employees who file an HRC or EEOC complaint will not initiate or pursue grievances over the discrimination allegation(s). If after filing a grievance an employee chooses to file a complaint with the HRC or EEOC, the grievance regarding the alleged discrimination will be considered withdrawn.

ARTICLE 2

UNION RECOGNITION, UNION SECURITY AND DUES DEDUCTION

2.1 Recognition

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

2.2 Union Dues & Initiation Fees

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee’s salary, an amount equal to the initiation fee deducted in twenty-five dollars (\$25.00) increments per pay period, and agency shop fees or dues required to be a member of the Union. Union dues payroll deduction authorization cards submitted to the Employer and received by the payroll office by the tenth (10th) day of the month will have dues deducted beginning on the twenty-fifth (25th) pay date. Payroll deduction authorization cards submitted to the Employer and

received by the payroll office by the twenty fifth (25th) day of the month will have dues deducted beginning on the tenth (10th) pay date of the next month.

2.3 Union Security

All employees covered by this Agreement, will as a condition of employment, either become and remain members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsections A, B, and C below, no later than the thirtieth (30th) day following the effective date of this Agreement or the beginning of their employment.

- A. Employees who choose not to become union members must pay to the Union an agency shop fee equal to the amount required to be a member in good standing of the Union.
- B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to a charitable organization mutually agreed to by the employee and the Union that are equal to its membership dues, less monthly union insurance premiums, if any. The Employer is not responsible for collecting, processing or remitting these payments. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.
- C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.
- D. The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the

Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a membership application and dues authorization form.

- E. If an employee fails to meet the conditions outlined above, with the exception of the initiation fee, the Union will notify the employee that if the delinquency is not cured within ten (10) days to the satisfaction of the Union, the Union will request the Employer to terminate the employment of the employee.

2.4 Dues Cancellation

An employee may cancel his/her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated. An employee leaving paid status should notify the Union and receive a withdrawal card for the duration of absence from paid status and/or the bargaining unit.

2.5 Indemnification

The Employer will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees. In all such cases, the Employer's reasonable attorney's fees will be paid by the Union.

2.6 Non-Discrimination

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

2.7 New Employee Orientation

When new employee orientation classes are held, the Union will be allowed thirty (30) minutes of presentation time to speak to the class on matters concerning the rights of

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

2.8 Employee Status Report

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

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title
6. Work phone number (if maintained by the agency)

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

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

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

10. Salary range
 11. Salary step
 12. Part-time percent
 13. Seniority date (unbroken state service date)
 14. Separation date
 15. Gross salary
 16. Deduction code
 17. Deduction amount
- C. The Union will maintain the confidentiality of all employee-mailing addresses.

2.9 Voluntary Deductions

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

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

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

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Management Rights

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

- A. Determine the Employer's mission, strategic plan, policies and procedures;
- B. Determine and control the Employer's budget;
- C. Plan, direct, control, and determine the operations or services to be conducted by employees;
- D. Determine the size, composition, and direct the work force;
- E. Hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- F. Discipline or discharge for just cause;
- G. Effect a layoff;
- H. Make, publish, and enforce reasonable rules and regulations;
- I. Implement new or improved methods, equipment or facilities;
- J. Determine reasonable performance requirements, including quality and quantity of work;
- K. Determine training needs and methods of training, and train employees;

- L. Take any and all actions as may be necessary to carry out the mission of the Department in emergency situations;
- M. Utilize non-permanent and on-call employees;
- N. Schedule days and hours of work and overtime as necessary;
- O. Determine the method, technological means, number of resources and types of personnel by which work is performed by the Department; and
- P. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.

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

3.2 Union Contract Violations

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

ARTICLE 4

EMPLOYEE RIGHTS

4.1 Employee Liability

In the event an employee is subject to any legal action arising out of any actions taken or not taken by the employee in the performance of their duties, he/she has the right to request representation and indemnification through his/her agency in accordance with RCW 4.92.060 and 4.92.070 and agency policy.

4.2 Outside Employment

Employees may engage in off-duty employment provided that the employee has submitted a written request to the Appointing Authority and approval has been granted prior to engaging in such employment. Approval will be granted if the employment does not:

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

4.3 Privacy and Off-Duty Conduct

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

4.4 Personal Property Reimbursement

The Employer agrees to reimburse employees for personal property damaged in the proper performance of their duties in accordance with agency policy. The Employer will

process damage claims without undue delay following receipt of the claim from the employee.

4.5 Notification of Right to Representation

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

ARTICLE 5

UNION/MANAGEMENT RELATIONS

5.1 Workplace Behavior

A. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with dignity and respect.

B. Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes he or she has been subjected to inappropriate behavior, the employee, and/or the employee's union representative, is encouraged to report this behavior to the employee's supervisor or the Human Resources Office.

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 the Assistant Director of the Labor Relations Division at the Office of Financial Management ~~Director of the Office of Financial Management/Labor Relations Office~~ (OFM/LRDO) within twenty-one

(21) days from receipt of notice of a change to a mandatory subject. A session will be held on a mutually agreeable date and time within twenty-one (21) days from OFM/LRDO's receipt of the demand to bargain. The Union will provide the DOC Headquarters Labor Relations Office with the names of employee representatives who will participate at least fourteen (14) calendar days in advance of the date of bargaining in order to facilitate their release.

B. Agency Policies

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

C. Release Time and Travel

The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted for the initial meeting only. When the bargaining matter affects more than one institution, the Employer may approve paid release time for up to one (1) employee representative from each affected facility. No overtime, compensatory time or exchange time will be incurred by participating employees as a result of negotiations. The Union is responsible for paying any travel or per diem expenses of the employee representatives.

5.2 Labor Management Communication Committees

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

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

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

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

5.3 Committee Composition and Participation

A. A statewide LMCC will be comprised of up to one (1) agency representative and one (1) employee representative from each facility. Additional staff of the Union and OFM Labor Relations Division may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted annually unless agreed otherwise.

B. Local LMCCs will consist of up to six (6) agency representatives and up to six (6) DOC employed Union representatives per institution. Additional staff of the Union and the Employer may also attend. If agreed to by both parties, additional representatives may be added. Local LMCCs will be conducted quarterly unless agreed otherwise. All committee meetings will be scheduled on mutually acceptable dates and times. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings. Employees attending meetings during their work time will have no loss of pay. Attendance at meetings during employees' non work time will not be compensated for or considered time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

5.4 Scope of Authority

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

ARTICLE 6

UNION ACTIVITIES

6.1 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

At institutions that have a muster, a Business Representative with one (1) days written notice to the Superintendent or Designee may present information a maximum of once per month for each shift. The presentation will begin five (5) minutes prior to muster and will not exceed ten (10) minutes in length. The Shift Commander reserves the right to terminate the presentation in order to complete the muster in a timely fashion. The Employer will make its's offices and facilities may be used by available to the Union to hold meetings at mutually agreeable times with authorization of the Appointing Authority or designee. only with prior written authorization of the Superintendent of the Institution or designee or the Appointing Authority of the Regional Office or designee.

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities, except as provided in Subsection C.

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

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

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

Subject to the above limitations, members may also use the State e-mail system to make a brief initial contact with a Shop Steward, and/or the Union, regarding a matter relating to the application of this collective bargaining agreement. The Union, its members and its Shop Stewards will not use the above-referenced State equipment for Union organizing, internal Union business, advocating for or

against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer.

6.2 Union Bulletin Boards

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

6.3 Information Requests

All requests for information from the agency by the Union will be submitted in writing. Requests will clearly identify what information is being sought and include the reason for the request. Requests will not normally extend more than twelve (12) months prior to the date of the request. Only the Secretary-Treasurer or designee from the Union will submit requests for information. Requests will be submitted to the DOC Headquarters Labor Relations Office, unless the context of the information request relates to a local issue at a single location. When the Union submits a request for information that the Employer

believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union and the parties will discuss the scope and costs associated with the request and the amount the Union will pay for receipt of the information.

6.4 Annual Shop Steward Seminar

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

6.5 Employment with the Union

Employees will be granted leave without pay to participate in union project activities of a specified duration upon request of the Secretary-Treasurer or designee, to the appropriate DOC Deputy Secretary, provided the employee's time off will not interfere with the operating needs of the work unit. The request will be submitted at least fourteen (14) calendar days in advance and cite the duration of the assignment. No more than one (1) agency employee will be released from any facility/location at any given time. The employee will use vacation leave, compensatory time, or leave without pay for this purpose and will give thirty (30) calendar days advance notice of any scheduled activity

request. At the beginning of the project, upon request, the employee will surrender all state issued items including his/her badge and uniforms to the Department and complete a “Report of Outside Employment” form.

ARTICLE 7

REPRESENTATIONAL ACTIVITIES

7.1 Shop Steward Representational Activities

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

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

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

7.2 Authorized Work Time

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

- A. The Shop Steward promptly notifies his/her supervisor of the need to be present at such meetings and receives approval;
- B. It is for a specified time period; and

C. The Shop Steward is not working on a specific task that requires immediate attention.

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

7.3 Identification of Business Representatives

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

7.4 Identification of Shop Stewards

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

7.5 Meeting Notices

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

7.6 Steward's Badge

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

7.7 Access Privileges

Except in an emergency, Business Representatives will be entitled to unescorted access to the institutions/offices, following completion of a DOC institution specific security orientation under the following conditions:

- A. Prior to entering the institution/office, the Business Representative will notify the Superintendent or designee of areas being visited;
- B. Advance approval must be obtained from the Superintendent or designee to visit control booths, towers, segregation, intensive management and mental health units;
- C. Business Representatives may meet and greet employees who are working but will not engage in prolonged discussions, distribute materials, or remove employees from their post; and
- D. Visits to institutions/offices by representatives of the International Union, or other Union officials may be allowed after discussion of the request between the Secretary-Treasurer and the Deputy Secretary or designee.

A Business Representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts. The Union

agrees to remain cognizant of the needs of the institution at all times. All activities will be conducted in accordance with the security requirements of the institution.

ARTICLE 8

DISCIPLINE

8.1 Just Cause

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

8.2 Forms of Discipline

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

8.3 Investigation Process

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

B. An employee who is the subject of a formal investigation will be informed of the nature of the alleged misconduct unless it would compromise the integrity of the investigation.

CB. When the Department (or a consultant hired by the Department) interviews an employee and documents the conversation, the employee will review his or her statement and submit corrections (if any) to the investigator. The employee will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement and accepts the employee's corrections. Investigations will be completed in a timely manner. Except in cases involving alleged criminal activity, the employee may contact Human Resources and will receive a progress report and the expected date that the investigation will

be completed every thirty (30) days. DOC Headquarters will grant written authorization to extend the time frame beyond ninety (90) days, and a copy of such authorization will be provided to the employee and the Union.

DC. At the conclusion of the investigation, an employee who is the subject of an investigation will receive, at employee request, may receive one (1) free copy of the investigation as well as the findings of the investigation through Public Disclosure unless a copy is provided in accordance with Article 8.7. The copy will be redacted as required by applicable law.

8.4 Work Assignment

An employee accused of misconduct will not be removed from his/her existing work assignment unless there is a safety/security concern, including security issues due to any allegation that involves a conflict between staff.

8.5 Home Assignment

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

8.6 Investigatory Interview

A. At the beginning of the initial interview, the Employer will inform the employee of the nature of the allegation(s). Upon request, an employee has the right to a Union Representative at an investigatory interview called by the Employer, if the

employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. The role of the representative is to provide assistance and counsel to the employee. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.

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

8.7 Pre-Disciplinary Meeting

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee of the reasons for the contemplated discipline and a description of the range of discipline being contemplated. ~~and~~ The Employer will provide a copy of the investigation to the employee. Upon request, an employee may also have a Union representative of his or her choosing at a pre-disciplinary meeting, if held. If the requested representative is not reasonably available, the employee will select another

representative who is available. The employee will be provided an opportunity to respond either at the meeting scheduled by the Employer, or in writing if the employee prefers.

8.8 Grievance Processing

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

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding

the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when delivered in person; or upon receipt by electronic mail or by the postmarked date if sent by certified mail.

D. Failure to Meet Timelines

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

E. Contents

1. Non-Panel Grievances: Grievances appealing an employee's disability separation or disciplinary action other than oral and written reprimands, and grievances challenging an employee's permanent removal from their bid position. Reassignments in accordance with Article 19 are not considered discipline. A Non Panel grievance must include the following:
 - a. A statement of the pertinent facts surrounding the grievance;
 - b. The date upon which the employee received notification of the action taken;
 - c. A copy of the written notice of the action being grieved;
 - d. The requested remedy;
 - e. The name of the Business Representative or Shop Steward representing the grievant; and

f. Signature of ~~the affected employee,~~ the Business Representative or Shop Steward. A list naming all known affected employees must be attached prior to or at the Step 1 hearing. ~~The affected employee must sign the grievance prior to or at the Step 1 hearing.~~ ~~For a group grievance, only one (1) of the affected employees must sign the grievance prior to or at the Step 1 hearing.~~ ~~A list naming all known affected employees must be attached.~~ If the Union files a demand to arbitrate the grievance the filing will list all affected employees.

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

- a. A statement of the pertinent facts surrounding the grievance;
- b. The date upon which the incident occurred;
- c. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- d. The requested remedy;
- e. Name of the Business Representative or Shop Steward representing the grievant;
- f. A specific description of how each cited alleged violation has occurred; and

- g. Signature of the ~~affected employee(s), the~~ Business Representative or Shop Steward. A list naming all known affected employees must be attached ~~The affected employee(s) must sign the grievance prior to or at the Step 1 hearing. For a group grievance, only one (1) of the affected employees must sign the grievance prior to or at the Step 1 hearing. A list naming all known affected employees must be attached.~~—If the Union files a demand to arbitrate the grievance the filing will list all affected employees.

F. Requests for Clarification

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

G. Modifications

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

H. Resolution

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

I. Withdrawal

A grievance may be withdrawn at any time.

J. Resubmission

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

K. Group Grievances

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

L. Consolidation

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

M. Bypass

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

N. Alternative Resolution Methods

During Step 2 of the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-panel grievance. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

9.2 Non-Panel Grievance Processing

Non-Panel grievances will be processed as follows:

A. Filing

A grievance must be filed within twenty-one (21) days after the date the employee receives written notice of his/her 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.

B. Processing

Step 1: Initial Review. The Union may present a written grievance to the DOC Headquarters Labor Relations Office via electronic mail within the twenty-one (21) day period described above. The agency head or designee will meet or confer by telephone or electronic conferencing with a Business Representative and/or Shop Steward and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

Step 2: Pre-Arbitration Review Meeting. If the grievance is not resolved at Step 1, within fourteen (14) days of receipt of the Step 1 response, the Union may request a Pre-Arbitration Review Meeting in accordance with Article 9.3.B. In addition to all other filing requirements, the request must include a copy of the grievance, all previous responses, and any supporting documents. If the parties agree, an alternative method to resolve the grievance may be used.

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

Step 3: Arbitration. If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance and response attached). The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) with a copy to the Assistant Director of the OFM Labor Relations ~~Office~~ Division (OFM/LRD~~O~~) and the DOC Headquarters Labor Relations Office within fourteen (14) days of impasse at PARM.

9.3 Panel Grievance Processing

All panel grievances will be processed as follows:

A. Informal Resolution

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

B. Processing

Step 1: Grievance Filing And Initial Review. If an issue is not resolved informally, the Union may present the grievance, in writing, to the DOC Headquarters Labor Relations Office via electronic mail within the twenty-one (21) day period described above. The timeframes for hearing the grievance at Step 1 will begin on the first day the local Human Resources Office is open. The

Appointing Authority or designee will meet with a Business Representative and/or Shop Steward and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

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

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

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

Step 3: Pre-Arbitration Review Meeting. If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance, Step 1 response and GRP decision attached). It will be filed with the Assistant Director of the OFM Labor Relations Division Office (OFM/LRDO) and the DOC Headquarters Labor Relations Office within fourteen (14) days of the Grievance Resolution Panel hearing. Within fourteen (14) days of the receipt of all of the required information, the OFM/LRO will either:

1. Schedule a telephonic pre-arbitration review meeting or if mutually agreed upon by the parties hold a pre-arbitration review meeting in person with the OFM/LRD~~Θ~~ Assistant Director or designee, an agency representative, and the Union's Business Representative to review and attempt to settle the dispute.

or

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled.

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

Step 4: Arbitration. If the grievance is not resolved at Step 3 or the OFM/LRD~~Θ~~ Assistant Director or designee notifies the Union in writing that no pre arbitration review meeting will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the FMCS within fourteen (14) days of the pre-arbitration review meeting or receipt of the notice that no pre-arbitration review meeting will be scheduled.

9.4 Arbitrator Selection

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the FMCS unless they otherwise agree in writing.

9.5 Authority of the Arbitrator

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

9.6 Arbitration Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs

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

9.7 Scheduling and Leave Time

A. Step 1 Grievance Meetings

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

B. Grievance Resolution Panel Meetings Mediations and Arbitrations

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

taken by the grievant to attend the Grievance Resolution Panel meeting. If an arbitrator sustains the grievance in whole or in part, leave taken by the grievant to attend Grievance Resolution Panel, mediation and/or arbitration will be restored.

C. Attendance at Meetings/Hearings

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

ARTICLE 10

GRIEVANCE RESOLUTION PANEL

10.1 Authority of the Panel

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

10.2 Panel Membership

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

10.3 Panel Chairpersons

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

10.4 Agenda and Decisions

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

10.5 Panel Meetings

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

10.6 Case Postponement

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

10.7 Representation at Panel

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

10.8 Observers

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

10.9 Procedural Objections

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

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

10.10 Case Presentation

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

10.11 Executive Session and Decision

After completion of case presentation, Panel members will go into executive session. Only Panel members may be present during such sessions, and only the Panel members

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

10.12 Additional Rules

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

ARTICLE 11

BARGAINING AGREEMENT TRAINING

11.1 Purpose

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

11.2 Training Responsibilities

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

11.3 Shop Steward Training

To accomplish the foregoing, the Union will present the trainings to current Shop Stewards at all institutions. The Employer agrees to release all Shop Stewards in order for them to attend training. At each institution, one (1) training will be scheduled on each

shift to last no longer than two (2) hours. This training will be considered time worked for those Shop Stewards who are on duty. Shop Stewards who voluntarily attend training during off-duty hours will not be compensated. The Union will give fourteen (14) calendar days advance notice of the trainings to the Department of Corrections Labor Relations Office, and the trainings will be scheduled at a mutually agreeable time. Shop Stewards who are appointed after the training at their institution has been completed will be released for training on the same basis.

ARTICLE 12

PERFORMANCE AND CAREER DEVELOPMENT

12.1 Education and Training

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

12.2 Education, Training and Tuition Reimbursement

A. Employees are encouraged to further their personal and development goals through job-related and educational courses. Each institution will make available to employees training course announcements that have been provided to the institution. The agency agrees to provide tuition reimbursement in accordance

with agency policy to employees for successful completion of job-related and approved educational courses.

- B. The agency may provide employees trainings and/or courses qualifying for continuing education units (CEU) or continuing medical education (CME). If an employee is not offered the opportunity to obtain CEUs or CMEs, the agency agrees to provide reimbursement for successful completion of approved courses necessary to maintain required licenses or certifications required for the employee's permanent position. The agency will not be required to provide reimbursement for continuing education credits, CEUs or CMEs not related to agency-specific work or in excess of credits/units needed to maintain required licensure or certification.

12.3 Orientation and In-Service Training

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

12.4 Specialized Training

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

12.5 Firearms Qualification

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

12.6 Self-Defense Training

~~Upon request, n~~Non-custody employees will be provided an opportunity to be trained in self-defense on an annual basis.

12.7 Policies Access

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

ARTICLE 13

SAFETY AND HEALTH

13.1 Safety Standards and Principles

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

13.2 Employer Responsibilities

Recognizing the inherent risk(s) in a correctional setting, the Employer is obligated to provide a safe workplace, and to educate employees on proper safety procedures and use of protective and safety equipment. The Employer is committed to responding to legitimate safety concerns raised by the Union and employees. The Employer will

comply with federal and state safety standards, including requirements relating to first aid training, first aid equipment and the use of protective devices and equipment.

13.3 Employee Responsibilities

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

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

13.4 Transportation of Inmates

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

13.5 Ergonomic Assessments

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

13.6 Precaution and Prevention

Except as provided by Washington Administrative Code, all employees will take necessary action through the proper use of personal protective equipment provided and mandated by the agency to prevent the spread of communicable, environmental and infectious diseases. Employees who are or could potentially be exposed to the body fluids of others will have access at all times to disposable mouth coverings and gloves.

In accordance with agency policy, employees who are exposed to bodily fluids will be released from duty and provided the opportunity to seek immediate medical care.

13.7 Posting of Safety Information

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

13.8 Safety Committees

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

13.9 Safety Committee Meetings

Safety committee meetings will be held at least quarterly. The committee will be responsible for determining the date, hour, location, and frequency of the meetings. Notices of local meetings will be posted on designated institution safety bulletin board(s), and a copy will be sent to the Union. Safety committee members will not lose pay or related benefits as a result of their attendance at safety committee meetings.

13.10 Safety Committee Responsibilities

The safety committee will:

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

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

13.11 Safety Committee Meeting Minutes

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

ARTICLE 14

DRUG AND ALCOHOL FREE WORKPLACE

14.1 Drug and Alcohol Free Workplace

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

14.2 Possession of Alcohol and Illegal Drugs

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

14.3 Prescription and Over-the-Counter Medications

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

14.4 Drug and Alcohol Testing

A. DOT Testing

Employees required to have a Commercial Driver's License (CDL) are subject to drug and alcohol testing in accordance with the U.S. Department of Transportation rules or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with agency policy, and subject to the provisions of this Article.

B. All Other Testing

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

14.5 Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment

The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in patient chemical dependency rehabilitation program certified by the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR). ~~Division of Alcohol and Substance Abuse (DASA)~~. If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if he/she refuses to participate in or successfully complete any DBHR DASA certified program.

C. Return to Work

Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to

random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he/she will be discharged.

D. Release of Information

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

14.6 Reasonable Suspicion Testing

A. Standards

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

B. Specific Objective Grounds

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

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

C. Referral

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

D. Testing

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

E. Testing Procedures

Testing will be conducted by an outside certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative the Employer will reimburse the employee for the cost of the split sample test.

F. Positive Test Result

A positive test result will be defined as any result regarded as positive under Department of Transportation standards. Except as provided in Section 14.5, an

employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge.

14.7 Training

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

ARTICLE 15

HIRING AND APPOINTMENTS

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

- A. An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 35, Layoff and Recall, of this Agreement and are confined to each individual agency.
- B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357 46-080.

- C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.

15.2 Filling Positions

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

- A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
- B. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotion. All candidates certified must have the position specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.

- C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
- D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.
- E. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

15.3 Inter-Institutional Transfers

A. Transfer/Voluntary Demotion Requests

Employees who have gained permanent status within their current job classifications may request a transfer or voluntary demotion to another institution/regional office by submitting a transfer/voluntary demotion application electronically to the local Human Resources Office of the gaining institution/regional office. Request for transfers must be within the employee's current classification. Requests for demotion must be to a classification in which the employee previously held permanent status. These requests will remain active for six (6) months and will only apply to permanent positions the Employer has determined to fill with a permanent appointment.

B. Criteria for Approval

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

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

current job classification at the employee's current institution/regional office are vacant.

C. Certified Candidate Pools

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

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

D. Approval Process

1. If a job offer is made, the employee must begin work on the date specified by the gaining institution/regional office unless a different date is agreed to by the Appointing Authority and employee. ~~If the employee does not begin work on the specified date, or declines the job offer, he or she will not be eligible to use the inter institutional transfer process for the next twelve (12) months.~~

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

15.4 Abolishing or Relocating Positions

The Employer agrees to notify the Union in writing of their intent to abolish funded positions, hold vacant a position for thirty (30) calendar days or more, or relocate funded positions to another institution/regional office.

15.5 Permanent Status

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

15.6 Types of Appointment

A. Non-Permanent Appointments

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

1. Non-Permanent Appointments within the Agency

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

2. Non-Permanent Appointments outside the Agency

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

3. Termination of Non-Permanent Appointments

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

B. On-Call Employment

1. The Employer may fill a position with an on-call appointment when the work is intermittent in nature, is sporadic and does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) working day's notice if the employee is scheduled to work, or one (1) calendar day's notice if the employee is not scheduled to work.
2. Subject to the approval of the Appointing Authority, upon request of the employee, a permanent employee may be appointed to an on-call position. Upon appointment to the on-call position, the employee will maintain his/her unbroken state service date, but shall no longer be considered to have permanent status and will forego his/her rights with being a permanent employee.

3. The termination of on-call employment will not be subject to the grievance procedure in Article 9. However, if the on-call employee has worked for the Department for more than two (2) years the employee may request and will receive a review of the termination by the Appointing Authority. The meeting request must be submitted to the Appointing Authority within fourteen (14) calendar days from the effective date of the termination. This request will not act as a suspension of the designated termination date.

C. In-Training Employment

The Employer will document the in-training program, including a description and length of the program. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification the employee held permanent status in prior to his/her in-training appointment in accordance with this Article. A trial service

period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine whether a trial service period will be required for each level of the in-training appointment, or whether there will be a single trial service period. If there will be a single trial service period for an in training appointment involving more than one (1) level, the Employer will determine the length of the trial service period. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

D. Project Employment

The Employer may appoint employees into project positions for which employment is contingent upon state, federal or local grants, or other special funding of specific and limited time duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period. Employees with permanent project status will serve a trial service period when they promote to another job classification within the project or transfer or voluntarily demote within the project to another job classification in which they

have not attained permanent status. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employee has not previously attained permanent status in. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period. An employee that holds a bid position that accepts a non-permanent project appointment will have the right to return to their bid position at any point for up to twelve (12) months in the project appointment, or upon completion of the project employment, whichever occurs first. If the employee does not return to their bid position after twelve (12) months, the employee's bid position shall be considered vacated in accordance with Article 19.5. The layoff and recall rights of project employees will be in accordance with the provisions of Article 35, Layoff and Recall.

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

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

15.7 Review Periods

A. Probationary Period

1. Length of Probationary Period

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

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

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

2. Calculation of Probationary Period

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

3. Non-Permanent Appointments

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

4. Extension of Probationary Period

The Employer may extend an employee's probationary period on a day-for-day basis for any day(s) that the employee is on leave without pay or shared leave except for leave taken for military service.

5. Separation

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

6. Separation Review

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

B. Trial Service Period

1. Length of Trial Service Period

Except for those employees in an in-training appointment, all employees with permanent status who are promoted, or who voluntarily accepts a transfer or demotion into a job classification for which they have not previously obtained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months due to specific documented training requirements.

2. Calculation of Trial Service Period

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

3. Non-Permanent Appointments

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

4. Extension of Trial Service Period

An employee serving a trial service period will have his/her trial service period extended, on a day-for-day basis for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

5. Reversion Rights

An employee serving a trial service period may voluntarily revert at any time or the Employer, with one (1) working day's written notice, may revert an employee who does not successfully complete his/her trial service period. Reversion will be to a funded permanent position within the agency that is:

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

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

6. Reversion Review

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

15.8 Withdrawal Rights

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

ARTICLE 16

HOURS OF WORK

16.1 Definitions

A. Full-time Employees

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

B. Part-time Employees

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

C. Workday

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

D. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

E. Work Shift

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

F. Workweek

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

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

1. All hours actually spent performing the duties of the assigned job.
2. Travel time required by the Employer during normal work hours from one work site to another or travel time outside the employee's normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.
3. Vacation leave
4. Sick leave
5. Compensatory time

6. Holidays
 7. Any other paid time not listed below.
- H. Work does not include:
1. Shared leave
 2. Leave without pay
 3. Additional compensation for time worked on a holiday.
 4. Time compensated as standby, callback, or any other penalty pay.

16.2 Determination

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

16.3 Scheduled Work Period Employees

A. Regular Work Schedules

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

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

Or

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

B. Alternate Work Schedules

Alternative work schedules must comply with federal and state laws. Alternate work schedules constitute all schedules other than schedules listed in Article

16.3.A and schedules for overtime eligible nurses of not more than eighty (80) hours within a fourteen (14) day work period.

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

C. Employer Initiated Schedule Changes

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

- ii. The work that normally would have been performed within the scheduled hours or days cannot be performed.
- c. The Employer is not obligated to pay for those scheduled hours or days not worked, unless the employee is on an authorized leave of absence with pay.
- d. Overtime pay and shift or schedule change pay will not be paid for the same incident.
- e. Employees who receive shift change notices to attending annual in-service training will be provided at least eight (8) hours off-duty between the end of training-shift and the start of their next scheduled shift, unless mutually agreed otherwise.

D. Emergency Schedule Changes

In the event of an emergency, such as fire duty, riots, etc., contingency scheduling in accordance with Article 18, Extended Duty Assignments, will apply.

E. Employee-Requested Schedule Changes

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

16.4 Non-Scheduled Work Period Classifications

Conditions of employment may necessitate adjustment of hours by such employees within forty (40) working hours within the workweek. Non-scheduled work period employees are expected to observe normal working hours unless work requirements call

for varying the schedule to complete duties within the forty (40) hour workweek as agreed to by the supervisor prior to deviation from the normal work hours.

16.5 Overtime-Exempt Employees

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

- A. The Employer determines the products, services, and standards, which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. With prior approval of the Appointing Authority or designee, overtime exempt employees may accrue exchange time for working in excess of forty-five (45)

hours in a workweek~~extraordinary and excessive hours worked~~. Exchange time may be accrued at straight time to a maximum of one hundred twenty (120) hours. Exchange time has no cash value and cannot be transferred between facilities or other agencies.

- E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

16.6 Scheduled Days Off

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

16.7 Shift Exchange

Employees within an institution who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

- A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practicable.
- B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or

designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

- C. Requested shift exchanges will be considered on a case-by-case basis.
- D. Employees will not submit requests for shift exchanges which would result in overtime. Each employee will be considered to have worked his/her regular schedule.
- E. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.
- F. The failure of an employee who has exchanged shifts to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.

16.8 Hours of Work for Scheduled Work Period Employees

A. Shift Start

The shift will start at the beginning of the employee's scheduled hours of work at the location designated by Management, provided that the location designated by Management will not require the employee to perform work related activities (including attendance, chit or equipment exchange, or pass-down) prior to the shift start time. ~~At the McNeil Island facility, the shift will start at the beginning of the employee's scheduled hours of work, regardless of location.~~

B. Scheduled Work Period Employees' Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled between the second (2nd) and fifth (5th) hour of the shift at a time designated by the Employer. (For employees on a ten and one-half [10½] hour shift, the lunch period will be scheduled between the third [3rd] and sixth [6th] hour of the shift at a time designated by the Employer). Employees may leave the facility during the unpaid meal period via authorized routes. Employees who pass through master control will be allowed a brief amount of duty time to get from their post to master control and to return to their post from master control. Employees may be assigned duties to perform during this time. If the Employer requires an employee to maintain radio, phone, or pager contact during the unpaid meal period, the employee will be in standby status.

C. Interrupted Unpaid Meal Period

When an employee's unpaid meal period is interrupted by a directive from a supervisor to perform any work related activity, or the employee responds to an emergency consistent with Emergency Response procedures, the employee may be entitled to receive another thirty (30) minute meal period, if that meal period can be initiated no later than the fifth (5th) hour of the shift. (Sixth [6th] hour in the case of employees on the ten and one-half [10½] hour shift.) In the event an employee is unable to complete the unpaid meal period, due to operational

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

D. Double Shifts and Meal Periods

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

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

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

F. Scheduled Work Period Employee Rest Periods

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

be used for late arrival or early departure from work and rest and meal periods will not be combined.

ARTICLE 17

OVERTIME

17.1 Determination and Assignment of Overtime

A. Right to Assign

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

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

B. Eligibility for Voluntary Overtime

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

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

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

C. Voluntary Sign-up List

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

1. A voluntary overtime sign-up list for each day and each shift for an entire month will be posted by the fifteenth (15th) of the preceding month for each job classification.
2. Each list will have a column for employee name, time and date of sign up, seniority date, scheduled shift and days off, work extension telephone number, and a column that allows volunteering employees to remove their name from the list. The volunteering employee must complete all columns on the sign up list. The employee may not specify the post(s) they are available or not available to work on overtime.
- ~~3. The volunteering employee must complete all columns on the sign up list. The employee may not specify the post(s) they are available or not available to work on overtime.~~
34. Employees may add or remove their name from the list in person, by radio, telephonically, or by initialing the appropriate column.
45. Four (4) hours prior to the start of the shift requiring overtime, the sign-up list will be pulled and no further additions or deletions will be made ~~and overtime will be assigned (daily).~~

D. Assignment of Voluntary Overtime

1. The Employer may fill vacancies from the voluntary overtime sing-up list up to two (2) weeks in advance ~~of those shifts where vacancies are known (prescheduled).~~
2. ~~Prescheduled and daily voluntary o~~Qvertime assignments will be offered to employees from the voluntary sign-up list based on seniority date.

3. Volunteers may select any position available, but on-duty employees who have signed up ~~for on~~ the voluntary ~~overtime sign-up~~ list for the next scheduled shift may not refuse an assignment of overtime. ~~Once an employee accepts an overtime assignment the employee may not refuse the overtime.~~
4. In the event that the most senior employee is not on duty and cannot be reached, i.e., no answer, when assignments are being offered, the next employee in descending seniority order will be contacted. A good faith effort must be made and documented to contact volunteers in a timely manner to ensure they have enough time to arrive at work in advance of the overtime shift or to inform them that the prescheduled overtime is no longer available.
- ~~5. Once an employee accepts an overtime assignment the employee may not refuse the overtime. The Employer will document on the sign-up list the date and time each assignment was accepted.~~
- ~~6. Telephone calls placed to employees who are off duty and who have volunteered to work overtime will not be considered as time worked. Employees that are assigned to work overtime as a result of signing up on the volunteer sign-up list will not be entitled to call back compensation.~~
- ~~6. Employees that are assigned to work overtime as a result of signing up on the volunteer sign-up list will not be entitled to call back compensation.~~
- ~~7. The Employer will document on the list the date and time of each assignment.~~

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

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

E. All Call

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

F. Mandatory Overtime

1. When mandatory overtime is required, it will be assigned to employees on duty in inverse order of seniority; provided, that employees will not be required to work mandatory overtime unless the work is contiguous to the end of the employee's normal shift.
2. In those cases where two (2) or more employees are assigned to mandatory overtime and qualified relief becomes available, the employee with the greatest seniority will normally be provided the first opportunity to be relieved from duty.
3. An employee will only be subjected to one (1) mandatory overtime per cycle. The inverse order will be re-established when the list has been exhausted (senior employee on duty has satisfied his/her requirement to work mandatory overtime and additional overtime is necessary) or at the beginning of each month, whichever occurs first. Except as expressly provided in Subsections 17.1.G.6 and 17.1.H, there will be no carryover of missed mandatory overtimes into a new cycle.
4. Upon request, shift rosters indicating mandatory overtime assignments will be available for review by the Union.
5. The Department will work with an employee to ensure a ride home if assigned mandatory overtime and the employee has missed his/her car/vanpool ride home.

G. Exemptions from Mandatory Overtime

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

1. An employee on duty for his/her last remaining shift before an approved vacation, military duty or to take part in military training or drills including those in the National Guard or active status in accordance with Article 22.3.
2. An employee has worked two (2) consecutive days of overtime (mandatory, voluntary, or a combination of the two [2]). A day of overtime will be considered two (2) hours or more.
3. An employee assigned to work mandatory overtime will be excused from any remaining part of the assignment if the employee finds a qualified substitute. A mandatory overtime shift can only be split between two (2) employees. If the qualified substitute is coming from home, they will not be eligible for callback pay. The substitution will be without regard to seniority and will count as the substitute's mandatory overtime requirement for that cycle, provided the substitute works two (2) hours or more. The oncoming substitute must report to the supervisor or Shift Commander when reporting for duty.
4. An employee who has volunteered and worked an overtime shift of two (2) hours or more ~~or has missed a boat (MICC) due to late relief~~ and/or worked two (2) hours or more prior to or following the end of his/her shift during the current cycle.
5. An employee who has a medical condition that is documented in writing by a physician, physician assistant, or licensed mental health professional which specifically precludes him or her from working beyond his/her

regularly scheduled shift and whose medical restrictions are for a period of sixty (60) calendar days or less. Extensions of exemption due to a medical condition can be requested by the employee and may be approved by the Appointing Authority, upon receipt of medical documentation, on a case-by-case basis.

6. A one (1) day exemption from mandatory overtime, up to three (3)-times per calendar year, ~~for day care emergencies, medical appointments, or for an employee working towards a degree in a higher education course of study. The employee will immediately provide written notice to their shift commander/supervisor for each exemption. An employee enrolled in higher education will provide the Employer with a copy of the class schedule at the time of enrollment. The employee will provide documentation of all medical appointments where the exemption was granted.~~ The affected employee will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month or it has been exhausted.
7. If an employee has not had any unscheduled absences in the past calendar quarter, they may claim an exemption from any mandatory overtime in the next calendar quarter. Only one (1) exemption can be earned for each calendar quarter with no unscheduled absence. An employee may carry over one (1) exemption into the next quarter, and hold up to a maximum of two (2) exemptions per quarter.

H. Failure to Work or Continue to Work Mandatory Overtime

An employee who reports him or herself or a family member ill and is unable to work or to continue to work mandatory overtime will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month or it has been exhausted.

I. Ability to Deny Overtime Assignment

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

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

J. Maximum Overtime

1. Except in an emergency, an employee may not be compelled or allowed to work more than sixteen (16) hours plus any worked meal periods in a twenty-four (24) hour period. After working more than sixteen (16) consecutive hours worked in a twenty-four (24) hour period (not including any meal period worked at the employee's choice), employees will be allowed a rest period of at least eight (8) hours off. If the eight (8) hours off overlap with the employee's regular shift, up to four (4) hours of such an overlap will be administrative leave.

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

K. Telephone Contact

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

L. On-Call Employees

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

17.2 Determination and Assignment of Overtime

The provisions of Section 17.1 above, do not apply to employees outside of custody, food service and medical. Licensed nurses overtime assignments will be in accordance with Appendix X. With respect to employees outside of ~~those areas~~ custody and licensed nurses, the Employer will review qualifications and/or case familiarity in making overtime assignments. If qualifications and/or case familiarity are substantially equal, overtime will be offered in order of seniority and mandated by inverse seniority. Except in an emergency situation, an employee will not work overtime without prior authorization from the Employer.

17.3 Overtime Compensation for Positions Designated as Scheduled Work Period

A. Unless the Employer and the Union agree to change a position to non scheduled or overtime-exempt, payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated as of June 30, 2009 as scheduled work period under any of the following conditions:

1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time accrual and will notify their supervisor of that choice prior to working the holiday overtime.
 2. All work required in excess of eight (8) hours in any workday, if the employee is working an eight (8) hour shift. If the employee is working more than an eight (8) hour shift, all work in excess of the employee's regularly scheduled shift.
 3. All work required in excess of forty (40) hours in any workweek.
 4. All work required before and/or after any scheduled work shift.
 5. All time required outside the regular working hours for travel on agency business, unless scheduled at the convenience of the employee.
 6. All work on a regularly scheduled day off.
- B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory time off is not automatic, must be approved in advance, and will be contingent upon the availability of a relief employee(s). Relief may be defined as including authorized on-call employees. Compensatory time will not be used in lieu of sick leave, unless approved in advance by the Appointing Authority.
- C. Overtime will be paid in one-tenth (1/10th) increments, except as specifically provided in Article 16, Hours of Work.

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

- A. Unless the Employer and Union agree to change a position to scheduled or overtime-exempt, payment for overtime at the rate of time and one-half will be

paid for all employees who are working in a position designated on June 30, 2009 as being a non-scheduled work period under any overtime condition including the following:

1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time and will notify their supervisor of that choice prior to working the holiday overtime.
 2. All work required in excess of forty (40) hours in any workweek.
 3. All time required for travel on agency business in excess of forty (40) hours in any workweek, unless scheduled at the convenience of the employee.
- B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory work time off is not automatic, must be approved in advance of the absence, and will be contingent upon the availability of relief employee(s). Relief may be defined as including authorized on-call employees. Compensatory time will not be used in lieu of sick leave unless approved in advance by the Appointing Authority.
- Overtime will be paid in one-tenth (1/10th) increments, except as specifically provided for in Article 16, Hours of Work.

17.5 Compensatory Time

All Correctional Officers and Correctional Sergeants will be entitled to accrue up to four hundred eighty (480) hours of compensatory time. All other employees will be entitled to accrue up to two hundred forty (240) hours of compensatory time. Compensatory time may be voluntarily cashed out at any time except during the month of February. In

addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium.

17.6 Project Employees

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

17.7 Employers Right to Assign

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

17.8 Overtime By-Pass Remedy

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

- A. The right to work an overtime assignment that would not otherwise exist (and therefore would cause no displacement of any other employee). This assignment shall be the same duration for which the employee was by passed. This assignment shall be scheduled within two (2) weeks unless extended by mutual agreement.
- B. If the employee is by-passed a second (2nd) time (or more) in a six (6) month period beginning on January 1 or July 1, the employee will have the option to make up the overtime in accordance with Subsection A above or may elect to

receive straight-time compensation for all hours that the employee would have worked on the overtime assignment if the employee had not been by-passed.

ARTICLE 18

EXTENDED DUTY ASSIGNMENTS

18.1 Off-Site Overnight Inmate Crew Response Assignments

For those institutions providing emergency off-site, overnight inmate crew response to such things as forest fires, flood control, etc., assignments will occur under the following process.

- A. The Employer will assign qualified employees.
- B. Each institution will maintain separate voluntary sign-up lists for each job classification routinely assigned to off-site, overnight assignments.
- C. The list will be maintained by seniority date.
- D. The off-site, overnight assignment list will be established and begin on January 1st of each year and end December 31st, beginning at the top of the list and proceeding down in order except as outlined below:
 1. When an employee accepts or declines an off-site, overnight assignment, his/her name will be crossed off the list, and he/she will not be considered again until every one else on the list has either worked an assignment or declined the opportunity.
 2. When the Employer is unable to reach an employee, the employee will not lose their place in order on the list.
 3. In those cases where no employees volunteer to work an off-site, overnight assignment, employees will be assigned in inverse order of

seniority from the entire facility custody roster, not necessarily the shift the emergency occurs on.

4. Employee(s) who are assigned to work these assignments for a period of twenty-four (24) hours or more will be on “extended duty assignment”, and will be compensated in accordance with Section 18.3, below.
5. Once the list has been established, new names may be added in order of seniority, subject to the approval of the local Appointing Authority or designee.

18.2 Crew Supervision Training

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

18.3 Compensation

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

- A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, provided that the time deducted for sleep includes a period of five (5) continuous hours that are not interrupted by a call to work. Employees that are

not provided with five (5) hours of uninterrupted rest in any work day will be compensated at the overtime rate for the entire rest period plus subsequent hours worked until relieved from duty for five (5) hours of uninterrupted rest.

- B. No callback payment will be made for any work during the hours of an extended duty assignment, or the transition back to the regular work schedule.
- C. The beginning of each workweek on extended duty assignment will be unchanged from the last previous workweek on the employee's regular work schedule. Except as provided in Subsection 18.3.A.2, all compensable hours of work on an extended duty assignment will be at overtime rates except eight (8) in any workday. All compensable hours on a holiday will be at the overtime rates.
- D. There are no scheduled days off during an extended duty assignment. However, compensable hours on a holiday and all compensable hours in excess of forty (40) straight time hours in any workweek (including hours worked within the same workweek either before or after the extended duty assignment) will be paid at overtime rates.
- E. During an extended duty assignment all hours are duty hours. There is no eligibility for standby pay.
- F. Employees whose regular scheduled work shift entitles them to shift premium for their full shift, or a portion thereof, will be paid shift premium as follows:
 - 1. Employees whose regular schedules are all night shifts will continue to receive night shift premium for all paid hours on the extended duty assignment.

2. Employees whose regular schedules call for some, but less than four (4) hours of night shift work each day will continue to receive the same number of hours at shift premium during each workday of the extended duty assignment.
3. Employees whose regular schedules call for some, but not all full night shifts each week will receive shift premium for all paid hours on those same days during the extended duty assignment.

18.4 Return from Extended Duty Assignment

Upon being relieved from an extended duty assignment, the Employer will approve vacation leave or compensatory time to allow a minimum of a five (5) hour break period before the employee's next assigned shift begins.

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 he/she completed their probationary and/or trial service period within their current classification.

C. Bid Positions

Positions filled as a result of a bid.

D. Bid System

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

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

E. Operational Need

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

1. Training.
2. Safety, where the continued assignment of an employee in a position is considered a threat to the safety of the employee or others.
3. When there is a need to balance the skills or experience of staff in a particular area.
4. An emergency, such as a fire, riot or disturbance.
5. Assignment of off-site or overnight inmate crew response to such things as flood control, forest fire, etc.
6. Documented medical reasons that necessitate the reassignment of the employee. The duration of the reassignment will be determined by a physician's medical statement indicating how long the employee should be reassigned. The Employer will require a release from a physician prior to the employee returning to his/her former position.
7. Special qualifications for particular tasks, such as translation of foreign languages or gender searches.

8. Employee investigations where it is necessary to temporarily reassign an employee pending investigation of a charge of misconduct and pending any resolution of a finding of misconduct against the employee.
9. Documented performance deficiencies where the employee has a demonstrable inability to perform the job after receiving the training necessary to perform the job.
10. Litigation against or relating to the employee where it is necessary to reassign an employee to avoid difficulties in the defense of the litigation.
11. Rotational assignment out of Intensive Management, Segregation, or Mental Health Units.
12. To correct a supervisor-subordinate (to include the entire chain of command) nepotism relationship.
13. Failure to maintain compliance with statewide minimum standards of the position.
14. Court order, grievance decisions, or settlement necessitating the reassignment of a staff member.

F. Position

A particular combination of post, shift and days off.

G. Post

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

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

19.2 Components of a Bid

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

19.3 Submittal and Withdrawal of Bids

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

19.4 New Position or Reallocated Positions

When a position is established or a vacant position is reallocated, the position must be posted for seven (7) calendar days for the submission of bids by eligible employees.

19.5 Vacancy Defined

For purposes of this Article, a vacancy occurs when:

- A. An employee notifies management, in writing that he/she intends to vacate his/her position; or
- B. Local management notifies an employee in writing, that the employee will be removed from his/her position; or
- C. Local management notifies a Correctional Officer 1 that he/she is being reassigned to a different position; or

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

19.6 Awarding a Bid

- A. Except as provided in Article 19.5.D, above, whenever a permanent vacancy occurs, the Appointing Authority or designee will review the bids to determine if any employee with bid eligibility has submitted a bid for the new or vacated position. The Appointing Authority or designee will consider all bids in order of seniority. If the vacant position has any bona fide special requirements or qualifications, only those employees who meet the required criteria will be considered for the position. The senior employee who has the skills and abilities necessary to perform the duties of the bid position will be appointed to the position. Each senior employee considered, but not appointed, will be notified in writing of the reason(s) he/she was not appointed. In those cases where referrals are requested on multiple positions at the same time, and an employee is the

senior employee on more than one (1) position, the affected employee will be provided the opportunity to select the position he/she will be awarded. If the senior employee is not available within a twenty-four (24) hour period, the decision will be made by the drawing of a lot with the Shop Steward present.

B. - If a vacancy is not filled with a probationary or permanent employee within six (6) months, bids will be reviewed. Bids will be reviewed every six (6) months until the position is permanently filled.

CB. Employees who remain in the same assigned position for twelve (12) months following the successful completion of his/her probation and/or trial service period(s), shall be considered to be in the position by bid and shall retain their bid rights.

19.7 Segregation, Intensive Management, and Mental Health Units

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

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

B. This sub-article applies to all full time positions within a Segregation Unit, Intensive Management Unit, Mental Health Unit, and/or positions assigned to an

Intensive Management Unit, Segregation Unit, or Mental Health Unit for three (3) or more days during the workweek. The Employer retains the right to permanently and/or temporarily reassign an employee into and/or out of an Intensive Management Unit, Segregation Unit, or Mental Health Unit. Such determination may include a fitness for duty assessment.

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

19.8 Bid Commitment

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

19.9 Permanent Bid Exchange

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

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

19.10 Correctional Officer 1 In-Training Program

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

19.11 Temporary Reassignment

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

19.12 Placement During Temporary Reassignment

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

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

If none of the above provides a position for the displaced employee and it is necessary to displace an employee in a bid position for purposes of resolving an operational need as provided in 19.1.E , the displacement will be temporary and provide the least adverse impact on the displaced employee. Bid position

displacements will normally be unique and extraordinary; will be in order of inverse seniority, and will occur only after exhausting steps A, B, and C above.

No temporary assignment will delay the award of bid.

19.13 Permanent Reassignment

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

19.14 New, Expansion and/or Consolidation of Facilities

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

19.15 Project and Temporary Positions

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

ARTICLE 20

HOLIDAYS

20.1 Paid Legal Holidays

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Immediately Following Thanksgiving	
Christmas Day	December 25

20.2 Holiday Eligibility and Compensation

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

A. Holiday Pay

Employees will be paid at a straight-time rate even though they do not work.

B. Holiday Worked

In addition to Subsection A above, employees will be compensated for the hours actually worked on a holiday at the overtime rate, in accordance with Article 17, Overtime.

C. Part-Time Eligibility

Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

D. Full-Time Employees on Leave Without Pay

A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he/she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. The employee must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

20.3 Holiday Designation

A. Monday-Friday Schedule

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

B. All Other Schedules

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

C. Night Shift Employees

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

20.4 Personal Holidays

A. Eligibility

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

B. Release for Personal Holiday

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

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

C. Carryover

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

D. Multiple Requests

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

E. Compensation for Part-Time Employees

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

F. Compensation for Full-Time Employees

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

G. Donation of Personal Holiday for Shared Leave

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

H. Use of Personal Holiday for Family Care

Upon request, an employee will be approved to use part or all of his/her personal holiday for the care of family members as required by the Family Care Act, WAC 296-130. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the

absence, subject to the request and approval as described in Subsections B, C, and D above.

ARTICLE 21

VACATION LEAVE

21.1 Vacation Leave Accrual

- A. After six (6) months of continuous state employment, full-time and part time employees will be credited monthly with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

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

Full Years of Service	Hours Per Year
During the first year of current continuous employment	12 days (96 hours)
During the second year of current continuous employment	13 days (104 hours)
During the third and fourth years of current continuous employment	14 days (112 hours)

During the fifth, sixth, and seventh years of current continuous employment	15 days (120 hours)
During the eighth, ninth, and tenth years of total employment	16 days (128 hours)
During the eleventh year of total employment	17 days (136 hours)
During the twelfth year of total employment	18 days (144 hours)
During the thirteenth year of total employment	19 days (152 hours)
During the fourteenth year of total employment	20 days (160 hours)
During the fifteenth year of total employment	21 days (168 hours)
During the sixteenth year of total employment and after	22 days (176 hours)

21.2 Accumulation

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

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

advance of its accrual as described above, will be lost on the employee's anniversary date.

21.3 Coordination of Leave

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

21.4 Vacation Leave Availability

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

21.5 Relief Limitations

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

21.6 Vacation Selection

Beginning January 2 of each calendar year, employees will be scheduled a time, based on seniority, to select up to three (3) segments of available vacation leave during the time period of April 1 through March 31. A "segment" is one (1) or more contiguous days of vacation leave. Any segment which begins on any day between June 1 and August 31 inclusive will not exceed more than ten (10) consecutive days of vacation leave, provided that an employee may select contiguous segments of vacation leave. Each employee will

be guaranteed one (1) scheduled workweek of vacation leave if requested as one of their segments. Off-shift times to select a vacation will not be considered as “time worked” for purposes of computing callback or overtime. If an employee is unable to be present during their scheduled time they may make their choice by telephone, or another individual with written documentation of designation, may select a vacation segment(s) for the employee. If the employee fails to select their vacation during his/her assigned time, the Employer may proceed with scheduling. The employee will be provided an opportunity to select his/her segment(s) at a later date when he/she is available. The Employer will publish the vacation schedule by March 1, after considering requests, as well as agency program needs.

21.7 Supplemental Requests

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

21.8 Adequate Leave

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

21.9 Vacation Callback

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

21.10 Vacation Cancellation by Management

Each employee will be granted vacation for the time stipulated on the vacation schedule, except that Local Management with reasonable notice, may cancel or otherwise adjust vacation periods in an emergency. Employees whose leave has been cancelled or adjusted will be allowed to request alternative leave dates pursuant to Article 21.7.

21.11 Vacation Cancellation by Employee

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

21.12 Additional Approved Vacation Leave (“CBA Days”)

Accrued vacation time, not to exceed two (2) shifts in any calendar year, will normally be granted on a first-come first-served basis provided:

- A. The employee is eligible to take the leave requested; and
- B. Such leave will be used in increments of not less than one (1) shift; and
- C. The request is made in writing thirty (30) days or more in advance of the requested day off; and
- D. The request is made after the conclusion of the vacation selection process and is for the current calendar year; and
- E. For Correctional Officers and Sergeants, the following are established as minimums that will be approved except in an emergency:

1. The number of approved CBA Day requests at a standalone minimum facility does not exceed authorized relief factors by more than three (3) relief per day; and
2. The number of approved CBA Day requests at a major facility with five hundred (500) Correctional Officer and Correctional Sergeant positions or less does not exceed authorized relief factors by more than five (5) relief per day; and
3. The number of approved CBA Day requests at a major facility with more than five hundred (500) Correctional Officer and Correctional Sergeant positions does not exceed authorized relief factors by more than seven (7) relief per day.

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

21.13 Transfer, Promotion, Demotion

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

21.14 Selection of Paid Leave

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

21.15 Cashout

Upon separation from service, an employee who resigns with fourteen (14) calendar days notice, retires, is laid off, is terminated by the Employer, or upon death, will be paid for all unused vacation leave at the employee's current salary.

ARTICLE 22

MISCELLANEOUS LEAVE

22.1 Court or Administrative Leave

The time spent by an employee on behalf of the Employer in court or at an administrative hearing will be considered time worked. Travel and per diem expenses will be paid by the Employer. Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave during scheduled work time to appear as a witness in a court or administrative hearing for work related cases unless he/she is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or has an economic interest in the matter. 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 his/her jury duty summons. If selected to be on a jury, employee-requested shift schedule changes may be approved to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on the work shift, they may be required to return to work.

22.3 Military Leave and Notification

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

22.4 Employee Assistance Program

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

22.5 State Examinations and Interviews

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

22.6 Family Care

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

22.7 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if his/her family member, or household member, or parent of a household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's household member's, or household member's parent's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation time, exchange time, his/her personal holiday or leave without pay for purposes of bereavement and in accordance with this agreement.
- D. For purposes of this Section a family member is defined as parent, step parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, child and step-child (including foster and adopted children and grandchildren). A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

22.8 Leave for Life-Giving Procedures

Employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures, upon approval. “Life-Giving Procedure” is defined as a medically supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluid, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

22.9 Deployment Leave

A. Military Family Leave

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

B. Deployed Child Leave

An employee whose child is on leave from deployment or before and up to deployment, during a period of military conflict will be granted up to fifteen (15)

days, per deployment, leave without pay, compensatory time or vacation leave. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee's child will be on leave or of an impending call to active duty. This leave is not in excess of any leave available under either Article 24.1.A.4 or Article 24.1.A.5.

C. Pre-Deployment Leave

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

D. Supporting Documents

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

22.10 Domestic Violence Leave

An employee who is the victim of domestic violence, sexual assault or stalking, or who is the family member of such a victim, may use vacation, sick leave, compensatory time or leave without pay to obtain treatment or seek help pursuant to the Domestic Violence Leave Act. For the purposes of domestic violence leave, a family member includes child, spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require the employee requesting leave to provide verification. At the employee's

choice, the verification may include a police report, court order of protection, documentation from a healthcare provider, advocate, clergy or attorney, or an employee's written statement that the employee or employee's family member is a victim and needs assistance.

ARTICLE 23

SICK LEAVE

23.1 Sick Leave Accrual

After a full-time employee has been in pay status for eighty (80) non-overtime hours in a month, he/she will accrue eight (8) hours of sick leave. Part-time employees' sick leave accrual will be proportionate to the number of hours the employee is in pay status during the month to that required for full-time employment.

23.2 Sick Leave Use

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

- A. Illness, injury or disability of the employee or for preventative health care, including medical or dental appointments.
- B. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- C. Disability of the employee due to pregnancy or childbirth.
- D. The serious health condition of an eligible employee under the Family and Medical Leave Act.
- E. To provide care to a child with a health condition requiring treatment or supervision as required by the Family Care Act, WAC 296-130.

- F. Preventative health care of relatives or household members up to one (1) day for each occurrence, or as extended by the Agency.
- G. Illness of a child.
- H. Illness of relatives or household members, up to five (5) days for each occurrence as extended by the Employer.
- I. Death of a relative in cases where the employee is not eligible for bereavement leave under Article 22, or when the employee is approved to extend authorized bereavement leave. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel.

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

23.3 Use of Vacation Leave for Sick Leave Purposes

An employee will have an option of utilizing any or all vacation leave in lieu of sick leave. The Appointing Authority, when requested by the employee, may authorize a leave without pay.

23.4 Restoration of Vacation Leave

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

23.5 Holidays During Sick Leave Periods

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

23.6 Sick Leave Reporting and Physicians Statement

An employee must promptly notify his/her supervisor as soon as he/she is aware of the need for the absence and each day thereafter, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his/her supervisor at least two (2) hours prior to his/her scheduled time to report to work. If a nurse is in a position where relief replacement is necessary, the nurse will notify his/her supervisor of the need for him/her to be absent from work at least three (3) hours prior to his/her scheduled time to report to work. Employees will notify their supervisor of scheduled medical appointments. The notice will be provided not less than seventy-two (72) hours, if possible, of the employee scheduling the appointment. The Employer may require a physician's statement under any of the following circumstances:

- A. Any illness which causes an employee to be absent for more than five (5) consecutive work days, or
- B. To assess whether the employee is seeking to return to work too soon following an illness or injury, or
- C. To assess whether it is necessary to protect co-workers or clients from contagious illness; or

In those cases where an employee is returning to work after an absence of more than five (5) sick days, the Employer may require written certification from the employee's health

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

23.7 No Additional Documentation or Justification Required

Employees will not be required to document or justify any leave taken due to illness for themselves or a family member after thirty (30) calendar days from the date of return from a specific absence, provided the requirements of this Article have been followed.

23.8 Leave Request Form After Absence

Employees will complete a Leave Request form for any leave taken. When the reason for the absence is unexpected and precludes prior written approval, requests will be submitted immediately upon his/her return to work. The employee will state the general reason or circumstance for leave requested on the form. Failure to properly complete and submit a leave slip within the pay period may result in the absence being treated as an unauthorized leave without pay.

23.9 Sick Leave Annual Cashout

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

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31 that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

23.10 Sick Leave Separation Cashout

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

23.11 Reemployment

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

~~23.12 Presumption of Resignation~~

- ~~A. When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive workdays, the~~

~~employee is presumed to have resigned from his/her position. Inability or incapacity shall negate the presumption.~~

~~B. When an employee is presumed to have resigned from his/her position, the Employer will separate the employee by sending a separation notice to the employee via certified mail to the employee's last known address.~~

~~C. Within seven (7) calendar days (excluding Saturdays, Sundays, and holidays) after the separation notice was deposited in the United States mail, the employee may petition the Employer in writing for reinstatement. The petition must be delivered in person or sent via certified mail. An untimely petition will not be processed and the separation will stand. The petition must contain all of the known facts to show the employee's inability or incapacity prohibiting him or her from contacting the Employer.~~

~~D. If the petition is accepted, the separation will be rescinded and the employee will be restored to his or her position. If the petition is denied and the denial is grieved, the Union is limited to presenting only the facts contained in the petition to prove the employee's inability or incapacity.~~

23.1~~2~~3 Unscheduled Leave

An employee's unscheduled leave may be addressed as a performance issue by the Employer. Unscheduled leave is defined as:

A. Any time an employee notifies their supervisor (or shift commander when applicable) after the end of their last shift and prior to the start of their next shift they will not be at work at their scheduled time, regardless of the reason or type of leave taken. Unscheduled leave does not include situations in which an employee

requests the ability to use vacation leave, sick leave, or compensatory time to take time off when such leave is approved prior to the start of the shift.

- B. Any time an employee leaves during their shift when notification did not occur prior to the end of their last shift, except when the employee is authorized by their supervisor or shift commander to leave work early; or
- C. Any time an employee reports to work after the start of their shift, except when the employee is authorized by their supervisor or shift commander to report to work late.

23.134 Unscheduled Leave Use: References in Performance Evaluation

An employee's use of unscheduled leave may be referred to in an employee's performance evaluation when leave abuse has been documented, or:

- A. The employee has demonstrated a pattern. (e.g., unscheduled leave uses before or after a scheduled day off) in their use of unscheduled leave, or
- B. The employee calls in sick after being denied vacation leave, compensatory time, or authorized leave without pay.

However, the mere utilization by an employee of a set number of hours of leave will not be sufficient to establish that an employee is abusing sick leave. The employee will be afforded an opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to any reference being placed in the employee's performance evaluation. If reference is made to use of unscheduled leave in the employee's performance evaluation, the employee will be permitted to submit a statement of rebuttal.

23.145 ~~23.14~~ **Unscheduled Leave Abuse**

When the Employer suspects unscheduled leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to disciplining the employee.

ARTICLE 24

FAMILY AND MEDICAL LEAVE

24.1 Eligibility

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), and any amendments thereto, and the Washington State Family Leave Act of 2006 (WFLA), each employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one (1) or more of the following reasons 1– 4:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child.
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state

registered domestic partner in accordance with WFLA will not be counted towards the twelve (12) weeks of FMLA. Son or daughter means a biological, adopted, or foster child, a step child, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self care because of a mental or physical disability.

4. A qualifying exigency, as defined by the Department of Labor, arising from the fact that the spouse, or a son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty in the Armed forces in support of a contingency operation. Active duty means a call or order to active duty under a provision of law referred to in Section 101 (a) (13) (B) of Title 10, United States Code. Contingency Operations is defined in Section 101 (a) (13) of Title 10, United States Code; and includes attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements attending certain counseling sessions, and attending post-deployment reintegration briefings.
5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

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

24.2 Length of Leave

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

24.3 Health Insurance Benefits

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

24.4 Designation and Concurrent Leave

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

24.5 Parental Leave

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

24.6 Serious Health Condition Leave

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

24.7 Intermittent Leave

Personal medical leave, serious health condition leave, or serious illness or injury leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

24.8 Return to Work

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

24.9 Employee's Notification Requirement

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

24.10 Definitions used in this article will be in accordance with the FMLA and WFLA. The parties recognize the Department of Labor is working on further defining the amendments to FMLA. The Employer and employees will comply with existing and any adopted FMLA regulations and/or interpretations.

ARTICLE 25

SHARED LEAVE

25.1 Eligibility to Participate

State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, who is

responding to a state of emergency anywhere within the United States declared by the federal or any state government, or who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. An employee is eligible to request participation in the shared leave program when the employee is entitled to accrue vacation leave, sick leave or a personal holiday. For purposes of the state leave-sharing program, the following definitions apply:

- A. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear or imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. “Employee’s relative” is limited to the employee’s spouse, state registered domestic partner as defined by RCW 20.60.020 and 26.60.030, child, stepchild, grandchild, grandparent or parent.
- D. “Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the

household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

- E. “Severe or extraordinary condition” is defined as serious or extreme and/or life threatening.
- F. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- G. “Sexual assault” has the same meaning as in RCW 70.125.030.
- H. “Stalking” has the same meaning as in RCW 9A.46.110.
- I. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

25.2 Eligibility to Receive Shared Leave

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

- A. The employee’s agency head or designee determines that the employee meets the criteria described in this Section.
- B. For work related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 25.3.A.1.

- C. The employee has abided by agency policy regarding the use of sick leave if the employee qualifies under Subsection 25.3.A.1 or Subsection 25.3.A.4.
- D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 25.3.A.2.
- E. A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 25.3.A.3.
- F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school/districts/educational service districts, to an employee of another state agency, higher education institutions, or school/districts/educational service districts.

25.3 Eligibility to Donate Shared Leave

An employee may donate vacation leave, sick leave or personal holiday to another employee only under the following conditions:

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

devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or

4. Is a victim of domestic violence, sexual assault or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete his/her:
1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Subsection 25.3.A.1;
 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 25.3.A.2;
 3. Vacation leave and personal holiday if the employee qualifies under Subsection 25.3.A.3 or 25.3.A.4.
- E. The agency head or designee permits the leave to be shared with an eligible employee.
- F. The donating employee may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees requirements for annual leave balances will be prorated.

- G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
- H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.

25.4 Amount Received

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

25.5 Medical/Military Certificate

The agency head or designee will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner

verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 25.3.A.1. The agency head or designee will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 25.3.A.2. The agency head or designee will require the employee to submit, prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 25.2.A.3. The agency head or designee will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 25.3.A.4. The agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.

25.6 Use for Specified Purposes

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

25.7 Receiving Employee's Salary

The receiving employee will be paid his/her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations and procedures. The dollar value of the leave is

converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

25.8 Exhaustion of Paid Leave

All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 25.3.A.1. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Subsections 25.3.A.2, 25.3.A.3, or 25.3.A.4.

25.9 Return of Unused Leave

Any shared leave not used by the recipient during each incident/occurrence as determined by the agency head or designee will be returned to the donor(s). Before returning unused leave, the agency head or designee will obtain a statement from the receiving employee's doctor verifying the injury or illness is resolved. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

25.10 Voluntary Donation

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

25.11 Records

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

25.12 No Repayment

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

ARTICLE 26

LEAVE WITHOUT PAY

26.1 Mandatory Leave Without Pay

Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article 24);
- B. Compensable work-related injury or illness leave;
- C. Military leave;
- D. Volunteer firefighting leave;
- E. Family Military Leave; and
- F. Domestic Violence Leave.

26.2 Permissive Leave Without Pay

Leave without pay may be granted for the following reasons:

- A. Educational Leave;
- B. Governmental Service Leave (not to exceed two (2) years) may be granted for service in the public interest, including but not limited to search and rescue and community emergency response;
- C. Child Care and Elder Care Emergency Leave;
- D. U.S. Public Health Service and Peace Corps leave;
- E. Leave necessary to reasonably accommodate a disability as required by State or Federal law;

- F. Leave taken voluntarily to reduce the effect of a layoff (Article 35);
- G. Leave to serve as a Union Business Representative, to serve in collective bargaining negotiations, or to serve on the Grievance Resolution Panel;
- H. Conditions applicable for leave with pay; and
- I. As otherwise provided for in this Agreement.

26.3 Time Limitations

Permissive leave without pay for reasons specified in Section 26.2 will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except education and governmental service leave.

26.4 Returning Employee Rights

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

26.5 Compensable Work-Related Injury or Illness Leave

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

or compensatory time in addition to any time loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

26.6 Childcare and Elder Care Emergencies

Leave without pay may be granted for childcare or elder care emergencies and is limited to a maximum of three (3) days per calendar year. Paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

26.7 Volunteer Firefighting Leave

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

ARTICLE 27

SEVERE INCLEMENT WEATHER/NATURAL DISASTER LEAVE

27.1 Release and/or Reassignment

If the Employer determines that an institution, office, or work location is non operational due to severe inclement weather or natural disaster, the Employer may release non-emergency employees with no loss of pay during the disruption of service or may temporarily layoff employees in accordance with the terms of this Agreement. Non-emergency employees may be reassigned to a similar position at locations within a reasonable driving distance from the non-operational location during the disruption of services.

27.2 No Additional Compensation

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

27.3 Grace Period and Leave Usage for Tardiness

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

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

An employee will only be allowed to use sick leave if he/she has no compensatory time or vacation leave balance. Upon request, employees will be approved to use leave without pay in lieu of vacation or sick leave.

ARTICLE 28

FITNESS FOR DUTY AND DISABILITY SEPARATION

28.1 Disability Separation

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

28.2 Reemployment

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

28.3 Grievance Process

Disability separation is not a disciplinary action. An employee who has been involuntarily separated due to disability may grieve his/her disability separation in accordance with Article 9.

ARTICLE 29

PERSONNEL AND WORKING FILES

29.1 Personnel File and Working File

The Employer will maintain 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. ~~The Employer will maintain an official personnel file for each employee in accordance with agency policy.~~

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; and
2. Circumstances do not warrant a longer retention period; or
3. There has been no subsequent discipline.

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

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

D. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

29.3 Information and Access

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

29.4 Disclosure of Personnel File Information

Upon receipt of any court order, subpoena or public disclosure request seeking documents from an employee's personnel file, the Employer will notify the employee. In such circumstances, the Appointing Authority or designee will provide the affected employee with a copy of the order, subpoena or request. Upon request, the employee will immediately be provided a copy of the documents from the personnel file to be disclosed in advance of its disclosure so that the employee may seek a protective order for the information.

ARTICLE 30

PERFORMANCE EVALUATIONS

30.1 Objective

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

30.2 Frequency

Employee work performance will be evaluated prior to the completion of his/her 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.

ARTICLE 31

CLASSIFICATION

31.1 Classification Plan Revisions

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

31.2 Position Review

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

- A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
- B. The supervisor will then send the completed form to the Local Human Resources Office. The Local Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency.

- C. In the event the employee disagrees with the reallocation decision of the Agency, or if the employee wishes to challenge any reallocation decision initiated by the Employer, he/she may appeal the Agency decision to the State Human Resources Director ~~of the Department of Personnel~~ within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The State Human Resources Director ~~of the Department of Personnel~~ will then make a written determination which will be provided to the employee.
- D. The employee may appeal the determination of the State Human Resources Director ~~of the Department of Personnel~~ to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the State Human Resources Director ~~of the Department of Personnel~~. The board will render a decision which will be final and binding.
- E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Agency.

31.3 Effect of Reallocation

A. Reallocation to a Class With a Higher Salary Range

If the employee has performed the higher-level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he/she possesses the required skills and abilities. If the employee is not selected

for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies. If the employee is appointed, he/she must serve a trial service period.

B. Reallocation to a Class With an Equal Salary Range

If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies.

C. Reallocation to a Class With a Lower Salary Range

If the employee meets the skills and ability requirements of the position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies.

31.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his/her salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range

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

1. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a

step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

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

B. Reallocation to a Class With an Equal Salary Range

The employee retains his/her previous base salary.

C. Reallocation to a Class With a Lower Salary Range

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

31.5 No Grievance Procedure

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

31.6 Job Classification Requirement

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

ARTICLE 32
COMPENSATION

SEE SEPARATE COMPENSATION DOCUMENT.

ARTICLE 33

HEALTH CARE BENEFITS AMOUNT

In accordance with State law, health care benefit amounts are negotiated by the coalition of state employee unions. An agreement on health care benefit amounts has not yet been reached.

ARTICLE 34

SENIORITY

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

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

A. Employees within a Teamsters DOC bargaining unit on July 1, 2009

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

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

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

positions within the Department of Corrections will have their Teamsters seniority credited for time served in other Department of Corrections bargaining units.

2. 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 the Teamsters DOC bargaining units. Employees appointed from other bargaining unit positions within the Department of Corrections will have their Teamsters seniority credited for time served in other Department of Corrections bargaining units.
3. 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 (Article 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 ~~unmarried widows or widowers~~ surviving spouse or state registered domestic partner, as provided for in RCW 41.06.133~~(13)~~.

34.3 Effect of Leave Without Pay on Seniority

This Section (Article 34.3) applies to Sections 34.1 and 34.2. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

- A. Military leave for United States Public Health Service;
- B. Compensable work-related injury or illness leave;
- C. Government service leave and leave to enter the Peace Corps, not to exceed twenty-seven (27) months;
- D. Educational leave, contingent upon successful completion of the coursework; and/or
- E. Reducing the effects of a layoff.

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

34.4 Ties

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

- A. Longest total time in Teamsters DOC bargaining units;
- B. Longest continuous time within their current job classification;

- C. Longest continuous time with the agency; and
- D. By lot.

34.5 Seniority List

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

ARTICLE 35

LAYOFF AND RECALL

35.1 Basis for Layoff

Layoffs may occur for any of the following reasons:

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

35.2 Voluntary Layoff, Leave of Absence or Reduction in Hours

Appointing Authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his/her hours of work in order to reduce layoffs. If it is

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

35.3 Non-Permanent and Probationary Employees

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

35.4 Temporary Layoff

The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of five (5) calendar days of a temporary layoff. An employee who is temporarily laid off will not be entitled to be paid any leave balance, bumped to any other position or be placed on the internal layoff list.

35.5 Layoff

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

35.6 Layoff Units

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

A. Institution

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

B. County

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

C. County Group

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

1. Group 1

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

2. Group 2

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

3. Group 3

Clallam, Jefferson, Skagit, Snohomish and Whatcom.

4. Group 4

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

5. Group 5

King and Pierce.

D. Statewide

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

35.7 Formal Options

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

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

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

35.8 Informal Options

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

35.9 Notice

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

35.10 Salary

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

A. Transfer or Bump

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

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

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

C. Salary Upon Appointment From an Internal Layoff List

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

35.11 Moving Expense

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

35.12 Transition Review Period

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

35.13 Recall

A. The Employer will maintain layoff lists for each job classification, which will include geographical availability. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off or bumped and will indicate the geographical areas in which they are willing to accept employment. Additionally, employees may request to have their name placed on layoff lists for

other job classification in which they have held permanent status. An employee will remain on the layoff lists for two (2) years from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the two (2) year period.

- B. When a vacancy occurs within an agency and when there are names on a layoff list, the Employer will fill the position in accordance with Article 15.2, Hiring and Appointments. An employee will be removed from the layoff list if he or she is certified from the list and waives the appointment to a position two (2) times.
- C. Employees who have taken a demotion in lieu of layoff may also request to have their name placed on the agency's internal layoff list of the job classification they held permanent status in prior to the demotion.

35.14 General Government Transition Pool Program

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

35.15 Project Employment

Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 35.7. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the

job classification they held immediately prior to accepting project employment. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

ARTICLE 36

UNIFORMS, TOOLS AND EQUIPMENT

36.1 Required Custody Uniforms

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

- A. Three (3) BDU style pants and one (1) duty belts;
- B. Three (3) BDU style – two (2) pocket long sleeve shirts;
- C. Three (3) BDU style – two (2) pocket short sleeve shirts; and as necessary,
- D. Safety, cold and/or foul weather apparel, including jackets and hats.

Each custody employee will be provided the opportunity to be issued to them those items listed in A, B, and C above. Any accessory items (to include shoes) worn with the custody uniform will be dark in color, unless the wearing would cause or aggravate a documented medical condition. The Employer will furnish custody personnel badges. All other custody and specialty team uniforms will be provided in accordance with Agency policy.

36.2 Non-Custody Personnel Covered

If the Employer determines that uniforms are required for food service, health services, maintenance, and/or recreation staff in accordance with agency policy, the Employer will furnish professional quality and gender appropriate uniforms. In addition, the Employer

may furnish professional quality and gender appropriate uniforms for other personnel on an institution-by-institution basis.

36.3 Laundering and Maintenance

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

36.4 Damage or Loss of Required Uniforms

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

36.5 Tools and Equipment

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

ARTICLE 37

LICENSURE AND CERTIFICATION

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.

ARTICLE 38

STRIKES AND LOCKOUTS

38.1 No Strikes or Lockouts

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

38.2 No Authority to Interrupt Operations

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

ARTICLE 39

VOLUNTEERS

39.1 Volunteers

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

39.2 Work With Volunteers

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

ARTICLE 40

TRAVEL, MEALS AND EXPENSES

40.1 Overtime Meals

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

40.2 Swing Shift Holdovers

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

40.3 Interrupted Meals

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

40.4 Meal Tickets

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

40.5 Travel Expenses

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

ARTICLE 41

PARKING

The Employer will ensure adequate parking space adjacent to or within reasonable distance from each work location. ~~Where a work location is separated from the parking location by a body of water, and where such parking space is not within reasonable walking distance to the boat dock facility, the Employer will provide adequate transportation for employees reporting for duty during each work period.~~

ARTICLE 42

PRINTING OF AGREEMENT

42.1 Printing and Distribution

The Employer will have this Agreement printed, and will provide one (1) copy to each current employee and to each subsequently appointed employee as soon as practicable following the employee's first day of work. The cost of printing such copies of the

Agreement will be borne equally by the agency and the Union. The copy will be pocket-sized and in book form.

42.2 Additional Copies

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

ARTICLE 43

SAVINGS CLAUSE

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

ARTICLE 44

ENTIRE AGREEMENT

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

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

ARTICLE 45

TERM OF AGREEMENT

45.1 Duration

All provisions of this Agreement will become effective July 1, 201~~3~~⁴, and will remain in full force and effect through June 30, 201~~5~~³.

45.2 Opening Period

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 201~~4~~² and no later than January 31, 201~~4~~². In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

45.3 Reopening by Mutual Agreement

This Agreement may be reopened during its effective term by mutual consent of both Parties. All requests for negotiations will be in writing, delivered to the Office of Financial Management's Labor Relations ~~Division Office~~ 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 the Labor Relations ~~Division Office~~ of the Office of Financial Management (LR~~D~~^O/OFM). In the event the LR~~D~~^O/OFM delegates the authority to negotiate

supplemental agreements or Memoranda of Understanding to an agency head during the term of this Agreement, the following will apply:

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

ARTICLE X

SECURITY COMMITTEE

X.1 Addressing Security Concerns

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

X.2 Local Security Advisory Committee

- A. The Local Security Advisory Committees (LSAC) will operate in accordance with agency policy and applicable RCW. The chair of each local security advisory committee shall be the Captain at a major facility and the Lieutenant at a minimum security facility. The LSAC will be multi-disciplinary and consist of a wide range of nonsupervisory classified employees and/or sergeants from the facility as well as the assigned Business Representative. When vacancies occur, the chair will notify the local Business Representative. The union will provide the names of three candidates from the vacated job classification to the Superintendent for membership selection.

B. The LSAC will:

1. Meet at least bi-monthly
2. Review locally submitted security concerns and suggestions;
3. Evaluate local security concerns and suggestions and make recommendations to correct identified unsafe conditions or practices;
4. Document action taken or progress on individual security concerns and suggestions;
5. Provide feedback when requested by Statewide Security Advisory Committee on security related policies and procedures.
6. Forward recommendations to the Superintendent for review and action as necessary.
7. Take minutes and keep them on file at the local institution and Department of Corrections headquarters security office.

X.3 Statewide Security Advisory Committee

A. The Statewide Security Advisory Council (SSAC) will operate in accordance with agency policy and applicable RCW. The SSAC will include a balance of institution staff including but not limited to custody staff. At a minimum, the SSAC will include:

1. The Director of Prisons or his/her designee;
2. The Union Secretary Treasurer or his/her designee;
3. A nonsupervisory classified employee and/or sergeant from each local advisory committee of a major facility and one nonsupervisory

classified employee and/or sergeant representative from a minimum facility;

4. A senior-ranking security custody staff member from each major correctional facility and a senior-ranking custody staff member from a minimum facility;

5. A senior-ranking community corrections officer;

6. And a delegate from the union.

B. The SSAC will:

1. Meet at least quarterly;

2. Conduct comprehensive reviews of the department's total confinement security related policies and procedures;

3. Make recommendations to the secretary regarding methods to provide consistent application of security policies/procedures or for additional resources or legislation to address security concerns.

4. Take minutes and keep them on file at the Department of Corrections headquarters security office.

X.4 Grievance

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

ARTICLE Y

PRESUMPTION OF RESIGNATION

23.12 Presumption of Resignation

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

APPENDIX I

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

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

1. Prior to assigning overtime, the Employer will offer the assignment of the work to on-call nurses who are not in overtime status (i.e., have not yet worked forty (40) hours in the workweek).
2. If no on-call nurses are available, nurses in the same job classification as the post/duties requiring coverage who have signed-up for voluntary overtime under Article 17 of the parties’ 2013-2015 collective bargaining agreement (“CBA”) will be assigned/offered the overtime. Such overtime will be assigned/offered based on seniority. Nurses who are on-duty who have signed-up on the voluntary overtime list for the next scheduled shift may not refuse an assignment of overtime. On-call nurses who have reached forty (40) hours in a workweek are eligible to sign-up for voluntary overtime under Article 17 of the parties’ CBA.
3. After the voluntary sign-up list has been exhausted for nurses in the same job classification as the post/duties requiring coverage, the Employer will solicit volunteers who are in the same job classification as the post/duties requiring coverage and who are already on-duty (“All Call”). If more than one (1) nurse responds to an All Call, the Employer will offer the available position(s) on a first-come, first-serve basis.

4. If there are still insufficient volunteers after the “All Call”, nurses in different job classifications as the post/duties requiring coverage who have signed-up for voluntary overtime under Article 17 of the parties’ 2013-2015 CBA will be provided the opportunity to work the overtime, if the duties to be performed are within the scope of his/her license. Such overtime will be assigned/offered based on seniority. Nurses who are on-duty who have signed-up on the voluntary overtime list for the next scheduled shift may not refuse an assignment of overtime.
5. If there are still insufficient volunteers, the Employer will solicit volunteers in different job classifications as the post/duties requiring coverage and who are already on-duty, if the duties to be performed are within the scope of his/her license. If more than one (1) nurse responds to the second “All Call”, the Employer will offer the available position(s) on a first-come first-serve basis.
6. If there are still insufficient volunteers, the Employer will offer the overtime to on-call nurses who are in overtime status (i.e., have already worked or are pre-scheduled to work 40 hours in the workweek), but who are not on-duty and have not signed-up for voluntary overtime under Article 17 of the parties’ CBA; provided on-call nurses will be provided an opportunity to request not to be called at home and offered the opportunity to work overtime. Consistent with Section 32.13 of the parties’ CBA, on-call nurses are not entitled to callback compensation.
7. If there are still insufficient volunteers, the Employer will, in seniority order, call nurses in the same job classification as the post/duties requiring coverage, who are not on-duty

and have not signed-up for voluntary overtime under Article 17 of the parties' CBA, and offer the overtime; provided:

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

b. Nurses who are not on-duty, have not signed-up for voluntary overtime, and agree to work the overtime shift will be entitled to callback compensation in accordance with Section 32.13 of the parties' CBA.

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

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

b. Nurses who are not on-duty, have not signed-up for voluntary overtime, and agree to work the overtime shift will be entitled to callback compensation in accordance with Section 32.13 of the parties' CBA.

9. If there are still insufficient volunteers, the Employer will contact nurses contracted through an agency provider who are currently working a block segment (~~4 weeks or more~~) at the facility and offer the opportunity to work the overtime shift.

10. Mandatory overtime pursuant to Section 17.1(F) of the parties' CBA may be assigned only if the facility is unable to fill a nursing post and has documented completion of

Steps 1 through 9 above, unless the overtime is required pursuant to the reasons specified in RCW 49.28.140(3)(a), (b), and (d).

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

In addition, the parties agree to modify Section 23.6 of the parties' CBA to require a nurse, who is in a position where a relief replacement is necessary, to notify his/her supervisor of the need for him/her to be absent at least three (3) hours prior to his/her scheduled time to report to work.

If there is a conflict between this appendix and Article 17 and/or Section 23.6 of the parties' 2011-2013 CBA, the provisions of this appendix will govern. An alleged violation of this appendix shall be subject to the grievance procedure outlined in Article 9 of the parties' CBA.