

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

The State of Washington (“Employer”), Department of Corrections (“DOC”), and Teamsters Local Union No. 117 (“Union”) met and bargained the impacts of House Bill 1290 related to mandatory overtime for Registered Nurses and Licensed Practical Nurses (collectively described herein as “nurses”) within DOC facilities. The parties agreed 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’ 2011-2013 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’ 2011-2013 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.

The parties agree that the Registered Nurse 4 classification, which is not represented by the Union, is excluded from this Memorandum of Understanding ("MOU").

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. This requirement is intended to provide the facility with time to fill the vacant position following the steps outlined above.

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

This MOU will become effective upon final signature of the parties.

STATE OF WASHINGTON

TEAMSTERS LOCAL UNION NO. 117

Diane Leigh, Director of Labor Relations
Office of Financial Management

Tracey A. Thompson, Secretary-Treasurer

Date: _____

Date: _____

DEPARTMENT OF CORRECTIONS

Angela Roberts, Labor Relations Manager

Date: _____