THE STATE OF WASHINGTON

AND

TEAMSTERS LOCAL UNION 117

EFFECTIVE
JULY 1, 2017 THROUGH JUNE 30, 2019

2017-2019
ARTICLE 1

NON-DISCRIMINATION

1.1 Policy Statement

Under this Agreement, neither party will discriminate against employees on the basis of age, sex, marital status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, military status, race, sexual orientation, gender expression, gender identity, religious or political affiliation, creed, color, national origin, genetic information, or any real or perceived sensory, mental or physical disability. 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chooses to file a complaint with the HRC or EEOC, the grievance regarding the alleged discrimination will be considered withdrawn.

[Signatures]

Employer  Date  Union  Date
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**

**Academy (NEO) and Correctional Worker Core Academy (CORE)**

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

At institutions/regional business offices that conduct site specific orientation, the union will be allowed thirty (30) minutes of presentation time to speak on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership.

2.9 Employee Status Report

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

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title
6. Work phone number (if maintained by the agency)
7. Job class code
8. Job class title
9. Appointment date
10. Salary range
11. Salary step
12. Part-time percent
13. Seniority date (unbroken state service date)
14. Separation date
15. Gross salary
16. Deduction code
17. Deduction amount
B. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees who enter or leave the bargaining unit or stop or start deductions:

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

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

2.109 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 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. The employee will normally be notified in writing within
twenty-one (21) calendar days of their submission of the approval, denial or status of the
request.

Approval will be granted if the employment does not:

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

4.23 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.

4.35 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.

[Signatures and dates]
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. At the time the Appointing Authority assigns an investigator, an employee who is the subject of a formal Just Cause investigation will be informed of the nature of the alleged misconduct unless it would compromise the integrity of the investigation.

C. When the Department (or a consultant hired by the Department) interviews an employee and documents the conversation, the employee will review 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.

D. Except in cases involving alleged criminal activity, the employee may contact Human Resources and will receive a progress report and the expected date that the investigation will be completed every thirty (30) days from the date the employee was notified of the investigation. The progress report will provide information specific to the investigation such as next steps and approximate timeframe for completion. However, when the employee is temporarily reassigned from his/her bid post pending the outcome of the investigation, the Appointing Authority will
provide the employee with a progress report every thirty (30) days from the date of reassignment.

E A traditional element of just cause requires discipline to be imposed in a timely manner balancing the need for thorough investigations. Except for conditions outlined below, investigations will be completed no later than six (6) calendar months from the date the investigator was assigned. However, the employer may extend the investigation to a maximum of twelve (12) calendar months from the date the investigator was assigned provided the Employer gives written notice to the union and the employee explaining the reason for the extension. The time limits provided in this section shall not apply when one (1) of the following occurs:

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

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.

F The Appointing Authority determines when an investigation is complete. At the conclusion of the investigation, an employee who is the subject of an investigation will be informed of the findings in writing and receive, at the employee’s request, one (1) free copy of the investigation through Public Disclosure unless a copy is provided in accordance with 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 Garray 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, to include the potential policy violations and a description of the range of discipline being contemplated. The Employer will provide a copy of the pre-disciplinary notice and the investigation to the employee and the Union. Upon request, an employee may also have a Union representative of 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.

8.9 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.

Union Date

Employer Date
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.
C. The approval or denial of education, training and tuition reimbursement will be provided within twenty-one (21) calendar days of the request. If the request is denied, the reason for the denial will be included in the response.

12.3 Orientation and In-Service Training

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

12.4 Specialized Training

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

12.5 Firearms Qualification

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

12.6 Self-Defense Training

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

12.7 Policies Access

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

Employer Date

Union Date
ARTICLE 15

HIRING AND APPOINTMENTS

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

A. An agency’s internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 35, Layoff and Recall, of this Agreement and are confined to each individual agency.

B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.

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

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

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

15.2 Filling Positions

When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.

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

C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.

D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.

E. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

F. An employee who is not offered a position may request feedback from the hiring supervisor/manager. When requested, the hiring supervisor/manager will provide feedback within fourteen (14) calendar days.
15.3 Inter-Institutional Transfers Movement

A. Transfer/Hardship Transfer/Voluntary Demotion Requests

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

B. Criteria for Approval

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

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

2. The employee has worked continuously at their current institution/regional office for the past two (2) or four (4) years or was transferred to their current location as a result of a layoff action; and
The employee has demonstrated the position specific skills and abilities necessary to perform the duties of the position; and

There are no disciplinary action(s) within the last year in the personnel file; and

There is no pending disciplinary action, involving reductions-in-pay, demotions, or suspensions; and

Within the previous ninety (90) days, there are no performance issues being addressed, as documented in the employee’s supervisory file; and

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

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.

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 sixty (3060) 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. The Employer may convert a non-permanent appointment to a permanent appointment. The employee will serve a probationary or trial service period if the Employer used a competitive process to fill the non-permanent appointment.

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

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

3. **Termination of Non-Permanent Appointments**

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

**B. On-Call Employment**

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

2. Subject to the approval of the Appointing Authority, upon request of the employee, a permanent employee may be appointed to an on-call position. Upon appointment to the on-call position, the employee will maintain 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—except when the employee has worked for the Department for more than four thousand one hundred and sixty (4160) hours and is terminated for documented performance or misconduct issues, the termination of the on-call employee will be subject to the Just Cause provision in Article 8 as well as the grievance procedure in Article 9, two (2) years the employee may request, and will receive, a review of the termination by the Appointing Authority.
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 Health Services 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. The Employer may extend an employee's probationary period up to ninety (90) days for documented training requirements, performance issues or misconduct. If the Employer extends an employee's probationary period, the Employer will provide the reason for the extension in writing to the employee.

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

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

B. Trial Service 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. The Employer may extend the trial service period to no more than twelve (12) consecutive months due to specific documented training requirements. The Employer may extend an employee’s trial service twelve (12) consecutive months for documented performance issues, or misconduct issues. If the Employer extends an employee’s trial service...
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. The Employer will provide seven (7) calendar days written notice if the employee is reverted to a different institution or regional office. Reversion will be to a funded permanent position within the agency that is:

a. Vacant or filled by a non-permanent employee and is within the employee’s previously held permanent job classification.

b. Vacant or filled by a non-permanent employee at or below the employee’s previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both Subsections a and b above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. Pursuant to Article 19, Bid System, reverted employees will be permitted to exercise any bid rights they may have in the classification to which they are reverted. An employee who has no reversion options or does not revert to the highest classification in which 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.

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

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

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

Approval will be granted if the employment does not:
A. Utilize Employer resources;
B. Create undue financial obligations for the Employer;
C. Interfere with proper performance of assigned duties; or
D. Create a conflict of interest.
ARTICLE 16

HOURS OF WORK

16.1 Definitions

A. Full-time Employees
   Employees who are scheduled to work forty (40) hours per workweek.

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

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

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

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

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

G. The definition of work, for overtime purposes only, includes:
   1. All hours actually spent performing the duties of the assigned job.
   2. Travel time required by the Employer during normal work hours from one
      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;
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;
A work shift pattern composed of not more than twelve (12) consecutive hours of work (excluding any unpaid meal period) arranged in consecutive uniform work shifts followed by three (3) or four (4) consecutive days off (alternating every other week). This section shall only apply to new units that are not opening in conjunction with or contemplation of a closure of another unit. The vacant positions will be filled in accordance with Article 19.

B. Alternate Work Schedules

Alternative work schedules must comply with federal and state laws. Alternate work schedules constitute all schedules other than schedules listed in 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 attend training will
be provided at least eight (8) hours off-duty between the end of shift
and the start of their next scheduled shift, unless mutually agreed
otherwise.

D. Emergency Schedule Changes

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

E. Employee-Requested Schedule Changes

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

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

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. Employees will notify their supervisors when they adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with 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. Such approval will not be arbitrarily withheld. Exchange time may be accrued at straight time to a maximum of one hundred twenty (120) hours. Exchange time has no cash value and cannot be transferred between facilities or other agencies.

E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. 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
The Employer and the Union agree that shift exchanges are a useful process to allow employees more flexibility and improved work/life balance. Employees within an institution who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified. The shift exchange process will not be used to circumvent the bid system or the supervisory chain of command. Shift exchanges will be in accordance with the following:

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

B. Requests for shift exchanges will be considered on a case-by-case basis. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s), 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.
C. Shift exchanges may be denied. If denied, the employee will be provided the reason(s) in writing. 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.

***The Teamsters agrees to withdraw grievance #56-14 Larsen et al – Group Denial of Shift Exchange fifteen (15) days after tentative agreement of Article 16 and the Department agrees to implement the tentative agreement at the time of the withdrawal of the grievance.

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.

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 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.

[Signatures]  Employer  Date  Union  Date
From: Michelle Woodrow
Sent: Thursday, August 11, 2016 4:14 PM
To: Michelle Woodrow
Subject: Pre-Scheduling

From: "Sinclair, Stephen D. (DOC)" <ssinclair@DOC1.WA.GOV>
Date: July 21, 2016 at 2:23:52 PM PDT
To: DOC DL ALL SUPERINTENDENTS <ALLSUPERINTENDENTS@DOC1.WA.GOV>
Cc: "Grubb, Courtney O. (DOC)" <cogrubb@DOC1.WA.GOV>, "Moultine, Julie A. (DOC)" <jmoultine@DOC1.WA.GOV>, "Mitchell, Ann (OFM)" <Ann.Mitchell@OFM.WA.GOV>
Subject: Pre-Scheduling

All – As you are aware we are currently involved in the negotiation of the Teamsters Collective Bargaining Agreement 2017-2019. Some of you have had this experience in the past and may be aware there is always an interest in increased efforts around pre-scheduling overtime, this year is no different. Management team members have expressed the challenges related to pre-scheduling and the time it takes to manage this process.

At the same time, we also recognize the importance of maintaining work life balance for our employees. The ability to plan ahead when scheduling for overtime up to two weeks in advance contributes to this balance.

Please ensure that your shift commanders or designated staff make every effort to pre-schedule overtime up to two weeks in advance as described in the current CBA. We will discuss this at our next Superintendent’s meeting to share best practices so everyone may benefit from what works.

I appreciate your attention to this matter.

Stephen Sinclair
Assistant Secretary, Prisons

The Washington Department of Corrections is increasing the security level for email messages containing confidential or restricted data. A new Secure Email Portal is being implemented. Outbound email messages from DOC staff that contain confidential or restricted data will be routed to the portal. A notification of the secured message will be delivered to the recipient.

Click on the following web link for more information.
http://www.doc.wa.gov/business/secureemail.asp
Article 17 MOU

The parties enter into this Memorandum of Understanding in an attempt to gain consistency with work period designations within a single job classification. The parties recognize that not all work within a classification is appropriate for a consistent work period designation. Factors such as the nature of work and supervisory responsibilities may necessitate differences within a classification. However, where the work is aligned, a consistent approach to work period designations promotes fairness and equality between employees performing the same or similar work.

The specifics of this agreement are:

1. Effective January 2, 2017, the parties agree to meet and discuss Sections 17.3 and 17.4 of the CBA for the purpose of addressing the work period designation inconsistencies in the Teamsters represented job classifications at the Department of Corrections.

2. The parties agree to meet on four (4) occasions between the months of January 2017-March 2017. During this time, grievances 21-14 (Group) Improper Change of Work Period and 52-14 (Ann Forbes) Work Period Designation will be held in abeyance.

3. If agreement is reached between the parties, the date(s) in Sections 17.3 and 17.4 will be updated to reflect June 30, 2017 and the grievances in #2 will be withdrawn.

4. If agreement is not reached by April 3, 2017, the grievances identified in #2 will be moved to arbitration.

5. Mutual agreement must be reached to re-open any article or provision of the parties 2015-2017 collective bargaining agreement for the purposes of negotiating under this MOU. This MOU does not constitute such agreement. One party may not compel the other party to open up any article during these negotiations.

[Signatures]

Employer  Date  Union  Date
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 overtime.

3. Employees may add or remove their name from the list in person, by radio, telephonically, or by initialing the appropriate column.

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

D. Assignment of Voluntary Overtime

1. The Employer may fill vacancies from the voluntary overtime sign-up list up to two (2) weeks in advance.

2. Overtime 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 on the voluntary sign-up list for the next scheduled shift may not refuse an assignment of overtime, unless the anticipated duration is less than eight (8) hour on one (1) work shift.

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.

7. 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.

8. 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. Employees will be allowed to select from
any position available at the time of assignment for which they qualify.
However, 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. Upon request, an employee who
believes they were improperly assigned mandatory overtime may request
the shift roster for a specific date and shift.

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 scheduled leave provided the employee has met the notification and approval requirements of the applicable leave article(s). 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 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, Advanced Registered Nurse Practitioner 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. The employee will immediately provide written notice to their shift commander/supervisor for each exemption. The affected employee will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month or it has been exhausted. **Each facility will maintain a system to track the three (3) exemptions.**

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. Exemptions expire one (1) year from the date of issue.**

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 of work in a twenty-four (24) hour period (not including any meal periods worked at the employee’s choice), employees will be allowed a rest period of at least ten (10) hours off. If the ten (10) hours off overlap the employee’s regular shift, up to four (4) hours of such an overlap will be administrative leave.

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

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, **Closed Loop and Institution** food service and medical. Licensed nurses overtime assignments will be in accordance with Appendix IH. With respect to all other employees outside of 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 the Union agree to change a position to scheduled or overtime-exempt, payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated on June 30, 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 requiring ongoing supervision to such things as forest fires, flood control, etc., assignments are considered extended duty assignments and will occur under the following process.

A. The Employer will assign qualified employees.

B. Each institution will maintain separate voluntary sign-up lists for each job classification routinely assigned to off-site, overnight assignments.

C. The list will be maintained by seniority date.

D. The off-site, overnight-assignment extended duty assignment list will be established and begin on January 1st of each year and end December 31st, beginning at the top of the list and proceeding down in order except as outlined below:

1. When an employee accepts or declines an extended duty off-site, overnight assignment, his/her name will be crossed off the list, and he/she will not be considered again until everyone else on the list has either worked an assignment or declined the opportunity.

2. When the Employer is unable to reach an employee, the employee will not lose their place in order on the list. In cases where the only remaining staff on the list cannot be reached, the list will be considered exhausted and assignments will be made per Section 18.1 D 1.

3. In those cases where no employees volunteer to work an extended duty 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.
In those cases where the employee’s dispatch is cancelled prior to being considered an “extended duty assignment” the employee will not lose their position on the list.

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.

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.

An extended duty assignment is limited to no more than fourteen (14) consecutive days excluding up to one (1) day to and one (1) day from the extended duty assignment for travel. Deployment beyond the fourteen (14) consecutive days (exclusive of travel) requires mutual agreement of the employee, the employee’s Appointing Authority or designee and the DNR Resource Protection Division Manager or applicable contracting agency. Extended duty assignment extensions are to be considered for:

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

18.2 Crew Supervision Training

When crew supervision training is provided by the Department of Natural Resources, employees eligible for off-site, overnight extended duty assignments will be given an opportunity to attend the training. Employees who attend the training will be selected from the voluntary sign-up list in accordance with Article 17, Overtime. Employees assigned to attend the training will not have their names removed from the extended duty 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 workday will be compensated at the overtime rate for the entire rest period plus subsequent hours worked until relieved from duty for five (5) hours of uninterrupted rest.

B. No callback payment will be made for any work during the hours of an extended duty assignment, or the transition back to the regular work schedule.

C. The beginning of each workweek on extended duty assignment will be unchanged from the last previous workweek on the employee’s regular work schedule. Except as provided in Subsection 18.3.A, all compensable hours of work on an extended duty assignment will be at overtime rates except eight (8) in any workday. All compensable hours on a holiday will be at the overtime rates.

D. There are no scheduled days off during an extended duty assignment. However, compensable hours on a holiday and all compensable hours in excess of forty (40) straight time hours in any workweek (including hours worked within the same workweek either before or after the extended duty assignment) will be paid at overtime rates.

E. During an extended duty assignment all hours are duty hours. There is no eligibility for standby pay.

F. Employees whose regular scheduled work shift entitles them to shift premium for their full shift, or a portion thereof, will be paid shift premium as follows:
1. Employees whose regular schedules are all night shifts will continue to receive night shift premium for all paid hours on the extended duty assignment.

2. Employees whose regular schedules call for some, but less than four (4) hours of night shift work each day will continue to receive the same number of hours at shift premium during each workday of the extended duty assignment.

3. Employees whose regular schedules call for some, but not all full night shifts each week will receive shift premium for all paid hours on those same days during the extended duty assignment.

18.4 Return from Extended Duty Assignment

Upon being relieved from an extended duty assignment, and prior to the employee returning to their regular schedule, the Employer will ensure the employee receives sixteen-twelve (1612) hours off. If the employee is scheduled to work during the sixteen-twelve (1246) hour period, the employee will be granted administrative leave for those hours. The Employer will approve up to eight (8) hours of vacation leave or compensatory time to ensure adequate rest prior to the employee’s next assigned shift.

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

During any administrative leave pursuant to this article, the employee will not be allowed to work overtime.
ARTICLE 19
BID SYSTEM

19.1 Definitions
For purposes of this Article only the following definitions apply:

A. Assigned Positions
   Positions filled by other than a bid.

B. Bid Eligibility
   An employee will be eligible to bid at the time 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. The agency will determine and provide an electronic process for bid submissions and withdrawals.
19.4 New Position or Reallocated Positions

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

19.5 Vacancy Defined

For purposes of this Article, a vacancy occurs when:

A. An employee notifies management, in writing that 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. If the Appointing Authority makes the determination to fill the vacancy, bids will be awarded in accordance with Article 19.6 A.

C. 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 satisfy its collective bargaining obligation, 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.

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D. Policy #10.310 applies to the units identified in Appendix X.

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 a bid.
19.13 Permanent Reassignment

Nothing in this procedure will preclude Management from permanently reassigning an employee to another position provided the employee is notified, in writing, of the reason(s) for the reassignment. A permanent reassignment is an extraordinary action. In order for an involuntary permanent reassignment to be made, either operational need must exist for the reassignment, or there must exist reasons for the reassignment, which effectively preclude the employee from performing 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.

Employer

Date

Union

Date
Appendix X
DOC Statewide Specialized Units

**Airway Heights Corrections Center**
Special Management Unit

**Clallam Bay Corrections Center**
Intensive Management Units E&F

**Coyote Ridge Corrections Center**
Segregation Unit

**Monroe Correctional Complex**
Close Observation Area (COA)
Special Offender Unit:
- A/B Units
- Intensive Management Unit/Segregation
- C/D Units
- E/F Units

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

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

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

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

Note: The Secured Housing Units at M12 (Camp) facilities do not require criteria for staff assignments. DOC Policy 400.410 does not apply.
Article 19.7 – Segregation, Intensive Management and Mental Health Units

Neither party agrees with the position of the other party.

The Department of Corrections withdraws its proposal to add C, D, E and F of the Special Offender Unit (SOU) at Monroe Correctional Complex. The Department of Correction intends to provide notice after July 1, 2017 to modify Appendix X by adding SOU units C, D, E and F to this appendix. The union agrees to engage in negotiations over the addition of these units. These negotiations will be limited solely to the addition of SOU units C, D, E and F into appendix X.

The Department of Corrections decision to withdraw this proposal shall not be used against them in arbitration. Neither party waives its rights to pursue this issue to mediation and binding arbitration if needed.

[Signatures]

[Dates]
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1A will return to the language in the 15-17 Agreement for this Subsection.

**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.

<table>
<thead>
<tr>
<th>Full Years of Service</th>
<th>Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first and second years of current continuous employment</td>
<td>12 days (96 hours)</td>
</tr>
<tr>
<td></td>
<td>One hundred twelve (112)</td>
</tr>
<tr>
<td>During the second year of current continuous employment</td>
<td>13 days (104 hours)</td>
</tr>
</tbody>
</table>
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1A will return to the language in the 15-17 Agreement for this Subsection.

<table>
<thead>
<tr>
<th>Period Description</th>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the third and fourth years of current continuous employment</td>
<td>14 days</td>
<td>112 hours</td>
</tr>
<tr>
<td>During the four year of current continuous employment</td>
<td>One hundred twenty-eight (128)</td>
<td></td>
</tr>
<tr>
<td>During the fifth, and sixth, and seventh years of total employment</td>
<td>15 days</td>
<td>120 hours</td>
</tr>
<tr>
<td>During the seventh, eighth, and ninth, and tenth years of total employment</td>
<td>16 days</td>
<td>128 hours</td>
</tr>
<tr>
<td>During the tenth, eleventh, twelfth, thirteenth and fourteenth year of total employment</td>
<td>17 days</td>
<td>136 hours</td>
</tr>
<tr>
<td>During the twelfth year of total employment</td>
<td>18 days</td>
<td>144 hours</td>
</tr>
<tr>
<td>During the thirteenth year of total employment</td>
<td>19 days</td>
<td>152 hours</td>
</tr>
<tr>
<td>During the fourteenth year of total employment</td>
<td>20 days</td>
<td>160 hours</td>
</tr>
<tr>
<td>During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment</td>
<td>21 days</td>
<td>168 hours</td>
</tr>
<tr>
<td>During the sixteenth year of total employment and after</td>
<td>22 days</td>
<td>176 hours</td>
</tr>
</tbody>
</table>
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1A will return to the language in the 15-17 Agreement for this Subsection.

During the twentieth, twenty-first, twenty-second, twenty-third and twenty-fourth years of total employment One hundred ninety-two (192)

During the twenty-fifth year of total employment and thereafter Two hundred (200)

21.2 Accumulation

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

A. If an employee’s request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the employee may file an exception to the maximum with the Appointing Authority. If the employee files the exception, the employee’s vacation leave maximum will be extended for each month that the Employer must defer the employee’s request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to 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.
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1A will return to the language in the 15-17 Agreement for this Subsection.

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, email, or another individual with written documentation of designation, may select a vacation segment(s) for the employee. If the employee fails to select their vacation during his/her assigned time, the
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1A will return to the language in the 15-17 Agreement for this Subsection.

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. Employees will complete a Leave Request Form no less than thirty (30) days prior to any approved vacation segment taken.

21.7 Supplemental Requests
Nothing in the above paragraphs will preclude the right of an employee to request vacation leave or 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 only in an emergency. Employees whose leave has been cancelled or adjusted will be allowed to request alternative leave dates pursuant to Article 21.7.
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1A will return to the language in the 15-17 Agreement for this Subsection.

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
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1.A requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1.A will return to the language in the 15-17 Agreement for this Subsection.

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

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

4. In those cases where all slots are used by Correctional Officers, one additional CBA day, per day, will be granted for Correctional Sergeants. Superintendents have the discretion to approve CBA Day requests above the levels specified in 1-3 above. The Superintendent’s decision is not subject to the grievance procedure in Article 9.

21.13 Transfer, Promotion, Demotion

An employee who is transferred, promoted, or demoted between institutions may not be able to retain 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.
The parties agree the implementation of changes to Article 21, Vacation Leave in Subsection 21.1 of the Tentative Agreement requires the Legislature to modify and obtain final passage of changes to RCW 43.01.040. If the Legislature does not modify and obtain final passage of changes to the applicable RCW Subsection 21.1 will return to the language in the 15-17 Agreement for this Subsection.

21.15 Cashout

Upon separation from service, an employee who resigns, retires, is laid off, is terminated by the Employer, or upon death, will be paid for all unused vacation leave at the employee’s current salary.

[Signatures with dates]
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. Qualifying absences under the Family and Medical Leave Act.

E. To provide care of family members 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.

J. Consistent with Article 27, up to a maximum of three (3) days in any calendar year.

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

For purposes of A through I 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.

23.4 Use of Leave Without Pay for Sick Leave Purposes
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 upon making the appointment and not less than seventy-two (72) hours, before if possible, of the employee scheduling the appointment. Notification of less than seventy-two (72) hours will be considered as scheduled leave if the employee provides verification of the medical appointment immediately upon return to work. Medical appointment verification will be submitted to the local Human Resources Office.

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

A. Any illness which causes an employee to be absent for more than the total number of work days in an employee’s designated workweek 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 the total number of work days in an employee’s designated workweek 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 Human Resources office twenty-four (24) hours prior to the employee’s scheduled work shift in order for the Employer to determine if work is available for the employee within their existing job classification. The Employer will approve available accrued leave for the employee during the process of evaluating accommodation options.

23.7 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-sixty (30) sixty (60) 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 Unscheduled Leave

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

1. Any time an employee notifies their supervisor (or shift commander when applicable) with less than seventy-two (72) hours’ notice prior to the absence, 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.
2. Any time an employee leaves early during their shift when notification did not occur within seventy-two (72) hours prior to the absence; or, 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

3. Any time an employee reports to work after the start of their shift, except when notification did not occur within seventy-two (72) hours prior to the absence, the employee is authorized by their supervisor or shift commander to report to work late;

4. Nothing in this section precludes an employee from requesting time off pursuant to Article 21.7. Approved requests will be considered scheduled.

B. When the Employer suspects unscheduled leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to disciplining the employee, or making reference to unscheduled leave use in the employee’s performance evaluation.

23.13 Sick Leave Abuse

When the Employer suspects sick leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding his/her sick leave use prior to disciplining the employee, or making reference to sick leave use in the employee’s performance evaluation.

[Signatures]

Employer  Date  Union  Date
The parties agree the implementation of changes to Article 24 in Subsection 24.5 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, Subsection 24.5 will return to the language in the 15-17 Agreement for these Subsections.

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
The parties agree the implementation of changes to Article 24 in Subsection 24.5 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, Subsection 24.5 will return to the language in the 15-17 Agreement for these Subsections.

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 short notice deployment, attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings and parental care.

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

During a single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined total of twenty-six (26) weeks of leave for Military Caregiver Leave and leave taken for the other FMLA qualifying reasons.
The parties agree the implementation of changes to Article 24 in Subsection 24.5 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, Subsection 24.5 will return to the language in the 15-17 Agreement for these Subsections.

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
The parties agree the implementation of changes to Article 24 in Subsection 24.5 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, Subsection 24.5 will return to the language in the 15-17 Agreement for these Subsections.

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 and shared leave, during the first year after the child’s birth or placement. Leave beyond the period covered by the family medical leave and shared 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, personal holiday, shared leave or leave without pay.

24.6 Certification

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

24.7 Intermittent Leave

Personal medical leave, serious health condition leave, or serious illness or injury leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned
The parties agree the implementation of changes to Article 24 in Subsection 24.5 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, Subsection 24.5 will return to the language in the 15-17 Agreement for these Subsections.

medical treatments so as not to unduly disrupt the Employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Requests for intermittent leave to care for and/or bond with a natural newborn, foster, or adopted child will be considered on a case-by-case basis. Before such intermittent leave is taken, the appointing authority or designee must approve the schedule to be worked.

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

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

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

Employer Date Union Date
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

ARTICLE 25

SHARED LEAVE

25.1 Eligibility to Participate

A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been:

1. Called to service in the uniformed services;
2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
3. Bonding with their newborn, adoptive or foster child;
4. Sick or temporarily disabled because of pregnancy and/or childbirth;
5. A or who is a victim of domestic violence, sexual assault, or stalking;
6. 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.

B. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave or a personal holiday.

C. For purposes of the state leave-sharing program, the following definitions apply:
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

A. 1. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear or imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

B. 2. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.

C. 3. “Employee’s relative” is limited to the employee’s spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent or parent.

D. 4. “Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

5. “Parental leave” means leave for bonding after 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 for a period of up to sixteen (16) weeks immediately after the birth or placement.

6. “Pregnancy disability leave” means leave for pregnancy or childbirth related disability as defined in WAC 162-30-020.
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

E. 7. “Severe or extraordinary condition” is defined as serious or extreme and/or life threatening.

F. 8. “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. 9. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

H. 10. “Sexual assault” has the same meaning as in RCW 70.125.030.

I. 11. “Stalking” has the same meaning as in RCW 9A.46.110.

J. 12. “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:
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

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. The employee has abided by agency policies regarding the use of sick leave and vacation leave if the employee qualifies under Subsection 25.3.A.5.

F. 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.

G. 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:
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

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.

5. **Is taking parental leave and/or pregnancy disability leave.**

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking **or parental and/or pregnancy disability leave** 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:
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

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;

4. Personal holiday, vacation leave and sick leave if the employee qualifies under 25.3.A.5. However, the employee is not required to deplete all of their vacation and sick leave and can maintain up to forty (40) hours each of vacation and sick leave.

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.
The parties agree the implementation of changes to Article 25, Shared Leave, Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

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

A. The agency head or designee will require the employee to submit, prior to approval or disapproval:

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

2. A copy of the military orders verifying the employee’s required absence when the employee is qualified for shared leave under Subsection 25.3.A.2. The agency head or designee will require the employee to submit, prior to approval or disapproval.
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

3. Proof of acceptance of an employee’s offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 25.2.A.3. The agency head or designee will require the employee to submit, prior to approval or disapproval.

4. Verification of the employee’s status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 25.3.A.4.

5. Verification of the birth, adoption or foster care placement of a child and/or a medical certificate from a licensed physician or health care practitioner verifying pregnancy disability under Subsection 25.3.A.

B. The agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.

25.6 Use for Specified Purposes

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

25.7 Receiving Employee’s Salary

The receiving employee will be paid 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.
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

25.8 Exhaustion of Paid Leave

A. All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 25.3.A.1.

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

C. All forms of paid leave, except for vacation and sick leave in Subsection 25.3.D.4, available for use by the recipient must be used prior to using shared leave when qualified under Subsection 25.3.A.5.

25.9 Return of Unused Leave

A. Any shared leave not used longer needed or not needed at a future time in connection with the original injury or illness or for any other qualifying condition by the recipient during each incident/occurrence as determined by the agency head or designee will be returned to the donor(s). Before returning unused leave,

B. Unused leave may not be returned until one (1) of the following occurs:

1. The agency head or designee will obtain a statement from the receiving employee’s doctor verifying the injury or illness is resolved;

2. The employee is released to full-time employment; has not received additional medical treatment for his or her current condition or any other qualifying condition for at least six (6) months; and the employee’s doctor has declined, in writing, the employee’s request for a statement indicating the employee’s condition has been resolved.
The parties agree the implementation of changes to Article 25, Shared Leave in Subsections 25.1, 25.2, 25.3, 25.5, and 25.8 require the Legislature to modify and obtain final passage of changes to RCW 41.04.650 through RCW 41.04.670. If the Legislature does not modify and obtain final passage of changes to the applicable RCWs, 25.1, 25.2, 25.3, 25.5, and 25.8 will return to the language in the 15-17 Agreement for these Subsections.

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

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

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.

Records

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

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

26.3 Permissive Leave Without Pay

Leave without pay may be granted for the following reasons:

A. Educational Leave;
B. Governmental Service Leave (not to exceed two (2) years) may be granted for service in the public interest, including but not limited to search and rescue and community emergency response;
C. Child Care and Elder Care Emergency Leave;
D. U.S. Public Health Service and Peace Corps leave;
E. Leave necessary to reasonably accommodate a disability as required by State or Federal law;
F. Leave taken voluntarily to reduce the effect of a layoff (Article 35);

G. Leave to serve as a Union Business Representative, to serve in collective bargaining negotiations, or to serve on the Grievance Resolution Panel;

H. Conditions applicable for leave with pay; and

I. As otherwise provided for in this Agreement.

26.4 Time Limitations

Permissive leave without pay for reasons specified in Section 26.33 will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except education and governmental service leave.

26.5 Returning Employee Rights

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

26.6 Compensable Work-Related Injury or Illness Leave

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

26.7 Childcare and ElderFamily Care Emergencies

A. Leave without pay, annual leave or sick leave—may be granted for childcare or elder care emergencies and is limited to a maximum of three (3) days per calendar year.
B. Family care emergencies are defined as:

1. Minor/dependent child care emergencies such as unexpected absence or regular care provider, unexpected closure of child’s school, or unexpected need to pick up a child at school earlier than normal; or

2. Elder care emergencies, such as the unexpected absence of a regular care provider or unexpected closure of an assistant living facility.

Paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

26.8 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.
ARTICLE 29
PERSONNEL AND WORKING FILES

29.1 Personnel File and Working File
The Employer will maintain in a secure location an official personnel file for each employee in accordance with agency policy. The immediate supervisor may also keep a working file for annual performance evaluation purposes. All working file material will be purged after completion of the employee’s annual performance evaluation.

29.2 Personnel and Working File Material
A. Employees must be provided with a copy of all material placed in their official personnel file related to their job performance. Material placed into the supervisor’s working file related to job performance will be brought to the employee’s attention. The employee may provide a written rebuttal to any information in the file that the employee considers objectionable. All material placed in the employee’s personnel file relating to misconduct will be removed when the employee has been fully exonerated of wrongdoing. In all other cases, an employee may request that the Appointing Authority remove material one (1) year after issuance. The Employer may retain the removed information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee’s personnel file after two (2) years if:

1. The employee submits a written request for its removal; 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 or subpoena or public disclosure request seeking documents
from an employee’s personnel file, the Employer will provide the employee with a copy of the
order or subpoena. When documents or information in an employee’s personnel, payroll,
supervisory or training file are the subject of a public records request, the Employer will provide
the employee with a copy of the request at least seven (7) calendar days in advance of the
intended release date, 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.
Article 36

In lieu of adding language in the collective bargaining agreement, the parties agree to the following:

1. DOC Policy 870.400 will be modified to provide those non-custody employees who are currently allotted three (3) uniforms, an increase to four (4) uniforms.

2. Appropriate modifications will be made to Policy 870.400 to capture the following:

   **Damage or Loss of Required Uniforms**
   The Employer will require an employee to return all provided uniforms as identified in Article 36.1 A-C of the collective bargaining agreement upon separation from employment. In those cases where an employee fails to return the provided uniforms, the Employer may deduct the replacement value of the items from the employee’s final paycheck.

   **Tools and Equipment**
   Employees will be required to return all Employer provided tools and equipment (i.e., electronic equipment, badges, etc.) upon separation from employment. In those cases where an employee fails to return the provided tools and equipment, the Employer may deduct the replacement value of the items from the employee’s final paycheck.

Teamsters 117 will not file a demand to bargain over the changes outlined in 1 and 2 above.

[Signatures and dates]
ARTICLE 36

UNIFORMS, TOOLS AND EQUIPMENT

36.1 Required Custody Uniforms

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

A. Four (4) BDU style pants;
B. Four (4) BDU style shirts – any combination of long or short sleeve shirts the employee elects; and as necessary;
C. One (1) jacket; and as necessary, DC. 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 and B above. Shoes/boots purchased and worn by custody staff as a personal item will be all black in color. Any personal uniform accessory items identified in agency policy (to include such items as belts, undershirts, etc.) worn with the custody uniform will be 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 Correctional Industries, food service, health services, maintenance, and/or recreation staff in accordance with agency policy, the Employer will furnish professional quality and gender and position appropriate uniforms. In addition, the Employer may furnish professional quality and gender and position appropriate uniforms for other personnel on an institution-by-institution basis.
36.3 Laundering and Maintenance

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

36.6 Personal Property Reimbursement

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

Employer Date  

Union Date
ARTICLE 45
TERM OF AGREEMENT

45.1 Duration

All provisions of this Agreement will become effective July 1, 2017, and will remain in full force and effect through June 30, 2019.

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, 2016 and no later than January 31, 2016. 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 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 State Human Resources, Labor Relations (SHR/LRS). In the event the SHR/LRS delegates the authority to negotiate supplemental...
agreements or Memoranda of Understanding to an agency head during the term of this Agreement, the following will apply:

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

B. No supplemental agreements or Memoranda of Understanding may be entered into which conflict with this Agreement without the approval of SHR/LRS.
APPENDIX Z
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS
AND
TEAMSTERS LOCAL UNION NO. 117

Section 1. 2017-2019 Bargaining Regarding Changes to a Mandatory Subject
In accordance with RCW 41.80.090, the parties have agreed to the following impasse procedure for negotiations over a change in a mandatory subject of bargaining during the term of the 2017-2019 collective bargaining agreement for Department of Corrections employees:

a) During the term of the 2017-2019 collective bargaining agreement, the Department of Corrections will provide notice to the Teamsters in accordance with Article 5, Union/Management Relations and satisfy its collective bargaining obligation under law before changing a matter that is a mandatory subject of bargaining. In the event that the Union requests negotiations and the parties cannot reach agreement, the parties agree to submit the outstanding issue(s) to an arbitrator for resolution.

b) An arbitration under this section must comply with the provisions of Section 2(b), (e), (f) and (i).

c) Financial costs of arbitration awards:
   a. If OFM determines that an individual arbitration award under this section will cost more than $250,000 during the 2017-2019 biennium, the award will not be implemented unless or until the OFM Director determines that the award is financially feasible for the Department of Corrections.
   b. If the OFM Director determines an individual arbitration award under this section is not financially feasible for the Department of Corrections, then the parties will either:
      i. Enter negotiations for a mutually agreeable modification of the award, or
      ii. The Union can request that the arbitration award be submitted to the Legislature in the Governor’s budget for funding to implement the award. The award will not be implemented unless or until the Legislature funds the arbitration award.
Section 2. 2019-2021 Bargaining

In accordance with RCW 41.80.090, the parties have agreed to the following impasse procedure for the negotiations of the 2019-2021 Teamsters 117 collective bargaining agreement for Department of Corrections employees:

a) By September 7, 2017, the parties will attempt to agree on an interest arbitrator to be used in the event the parties are not successful in reaching agreement through negotiations for a comprehensive collective bargaining agreement for the 2019-2021 biennium. The parties will select an arbitrator by mutual agreement or by alternatively striking names from a regional list of seven qualified arbitrators provided by the Federal Mediation and Conciliation Service.

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

c) Immediately upon selecting an interest arbitrator, the parties shall cooperate to reserve dates with the arbitrator for a potential hearing between August 1, 2018 and September 15, 2018. The parties shall also prepare a schedule of at least five negotiation dates, absent an agreement to the contrary.

d) The parties shall execute a written agreement before December 15, 2017, setting forth the name of the arbitrator and the dates reserved for bargaining and arbitration.

e) The arbitrator may consider only matters that are subject to bargaining under RCW 41.80.020(1), and may not consider those subjects under RCW 41.80.020(2) & (3) and RCW 41.80.040.

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

i. The financial ability of the Department of Corrections to pay for the compensation and benefit provisions of a collective bargaining agreement;

ii. The constitutional and statutory authority of the employer;

iii. Stipulations of the parties;

iv. Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of like personnel of like state government employers of similar size in the western United States;

v. The ability of the Department of Corrections to retain employees;
vi. The overall compensation presently received by Department of Corrections employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance benefit, and all other direct or indirect monetary benefits received;

vii. Changes in any of the factors listed in this subsection during the pendency of the proceedings; and

viii. Such other factors which are normally or traditionally taken into consideration in the determination of matters that are subject to bargaining under RCW 41.80.020(1).

g) The decision of an arbitrator under this section is subject to the October 1st deadline and financial feasibility provisions of RCW 41.80.010(3).

h) The decision of an arbitrator is not binding on the Legislature and, if the Legislature does not approve the funds necessary to implement provisions pertaining to the compensation and fringe benefit provision of an interest arbitration award, the provisions are not binding on the State or the Department of Corrections.

i) Procedures for interest arbitration:

i. To the extent applicable, the parties intend that WAC Chapter 391-55 controls the procedures for interest arbitration under this MOU.

Section 3.

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

Section 4. Duration

The provisions of this MOU will expire on June 30, 2019