

TEAMSTERS LOCAL 117 – DEPARTMENT OF CORRECTIONS
2017 – 2019 CONTRACT NEGOTIATIONS UPDATE

UNION BARGAINING COMMITTEE - JOINT STATEMENT

Friday, August 12, 2016

We, the Union bargaining committee, find the State's final economic proposal unacceptable and insulting to the men and women at the DOC who serve and protect our community. We have unanimously decided to send the matter to interest arbitration. With an offer of a 3% general wage increase in the first year of the contract and a 1% increase in year two, it is clear that the State has no intention of honoring our work. We cannot in good conscience dignify that level of disrespect from the State with a vote of the membership.



Lance Rogers,
CO2-MCC




Cheryl Post,
CO2-CCCC



Lynn Kunkle,
RN2-MCC



Richard Mate,
SGT-OCC



Mel Coplin,
Phych Associate - SCCC



Greg Starr,
CO2-AHCC



Larry Reeves,
SGT-WCC



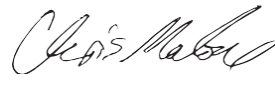
Jon Gortmaker,
Pharmacy Asst. - ML Pharm.



Sandra Conner,
ARNP-AHCC



Alena Folsom-McGowan,
AC Cook - MCCCW



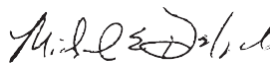
Chris Malone,
SGT-WSP



Levi Dean,
CO2-CRCC



Jeremy Sheldon,
SE1-CBCC



Mike Delgado,
SGT-WCCW



Shawn Piliponis,
CC2-LCC

James Palmer,
SGT-MCC

Gregg Peterson,
CO2-SCCC

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The following is a summary of the substantive language changes agreed to by the Union's Negotiations Committee for the 2017 – 2019 bargaining agreement with the State. This summary does not reflect every change that has been bargained. The full agreement can be accessed on the Teamsters website at www.teamsters117.org/17-19DOCredlinecontract.

The following are the substantial improvements achieved by the committee:

- **INTEREST ARBITRATION IN THE CONTRACT**

- Improved Vacation Accruals for all members
- Just Cause protections for on-call employees after 4160 hours worked
- Improved language in the discipline article
- Improved transfer language to include hardship transfers
- Paid time off to ensure adequate rest upon return from an extended duty assignment

Health Care:

Health Care negotiations began July 25, 2016 and are ongoing.

Working Conditions:

- **A2-Union Recognition, Union Security and Dues Deduction:** Section 2.7 was expanded to allow the Union thirty (30) minutes presentation time at site specific New Employee Orientation.
- **A8-Discipline:** the Department will be required to provide meaningful updates on the status of investigations every thirty (30) days. Additionally, the language improves the timelines to complete investigations and requires the Department to give more detail in the pre-disciplinary notices provided to members.
- **A12-Performance and Career Development:** Previously the agency was denying reimbursement for CEU's or CME's claiming they were not related to agency specific work. The language has been modified to avoid this from occurring in the future. Additionally, the approval or denial must be provided within twenty-one (21) calendar days of the request.
- **A15-Hiring and Appointments:**
 - Section 15.2-Filling Positions: modified to require the Department to provide feedback to candidates that are not offered a position, when requested.
 - Section 15.3-Inter-Institutional Transfers: new language added to provide for hardship transfers.
 - Section 15.3-Inter-Institutional Transfers: reduced the requirement to work at a facility from four (4) years to two (2) years and changed the language to reflect a 90 day review for performance issues.
 - Section 15.6-Types of Appointment: improved on-call employees' rights by achieving Just Cause for all on-call employees who have worked four thousand one hundred and sixty (4160) hours (the equivalent of

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2 years full time employment).

- Section 15.7-Review Periods: modified the review period language to include the ability to extend probationary and trial service periods for documented training, performance, or misconduct issues. If an extension occurs, the employee must be notified in writing and the notice must include the reason for the extension.

- **A16-Hours of Work:**

- Overtime Exempt Employees: improved the language to reflect that employees will notify their supervisor vs. receiving prior approval from their supervisor when they adjust their work hours to accommodate the appropriate balance between extended work time and time off.
- Shift Exchanges: the Employer and the Union agree that shift exchanges are a useful process to allow employees more flexibility and improved work/life balance. Shift exchanges will be considered on a case-by-case basis and the reference to the length of time a shift exchange can occur has been removed.

- **A17-Overtime:**

- Mandatory Overtime:
 - Employees will be allowed to select from any position available at the time of assignment.
 - Employees on duty for his/her last remaining shift before approved scheduled leave will be exempt from mandatory overtime.
 - Exemptions from mandatory overtime earned when an employee does not have any unscheduled absences will now be valid for one (1) year from the date of issue.
- Determination and Assignment of Overtime: Closed Loop Food and Institution food service have been added to this section in order to clarify the manner in which overtime is assigned in these areas.

- **A18-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 twelve (12) hours off. If the employee is scheduled to work during the twelve (12) hour period, the employee will be granted administrative leave for those hours. Furthermore, 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.

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- **A21-Vacation Leave Accrual:** Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual. Additionally, leave accruals will be adjusted as follows:

Full Years of Service	Current Hours per Year	New Hours Per Year	Increased Number of Hours
1	96	112	16
2	104	112	8
3	112	120	8
4	112	128	16
5	120	136	16
6	120	136	16
7	120	144	24
8	128	144	16
9	128	144	16
10	128	160	32
11	136	160	24
12	144	160	16
13	152	160	8
14	160	160	0
15	168	176	8
16-19	176	176	0
20-24	176	192	16
25	176	200	24

- **A23-Sick Leave:**
 - Section 23.2-Sick Leave Use: achieved the ability to use sick leave for Family Care emergencies, consistent with Article 26, up to a maximum of three (3) days in any calendar year.
 - Section 23.6-Sick Leave Reporting: notice of scheduled medical appointments will be provided upon making the appointment and not less than seventy-two (72) hours before 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. Additionally, the employer may request a physician’s statement from an employee who has been absent for more than the total number of workdays

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in an employee's designated workweek.

- Section 23.7-Documentation: employees will not be required to document or justify any leave taken due to illness for themselves or a family member after sixty (60) calendar days from the date of return from a specific absence.
- Section 23.12-Unscheduled Leave:
 - Unscheduled leave is defined as:
 - Any time an employee notifies their supervisor (or shift commander when applicable) with less than seventy-two (72) hours notice prior to the absence.
 - Any time an employee leaves early during their shift when notification did not occur within seventy-two (72) hours prior to the absence.
 - Any time an employee reports to work after the start of their shift, when notification did not occur within seventy-two (72) hours prior to the absence.
 - Nothing in this section precludes an employee from requesting time off pursuant to Article 21.7. Approved requests will be considered scheduled.
- **A24-Parental Leave:** Pursuant to changes in RCW 41.04.0650 through 41.04.670, shared leave may be utilized for parental leave.
- **A25-Shared Leave:** Pursuant to changes in RCW 41.04.0650 through 41.04.670, eligibility to participate in shared leave will be modified to include Parental Leave and Pregnancy Disability Leave.
- **A29-Personnel and Working Files:** When an employee's personal information is requested through public disclosure, the employee will be provided notice seven (7) calendar days in advance of the intended release date.
- **A36-Uniforms, Tools and Equipment:** DOC policy will be modified to reflect that non-custody staff that are issued uniforms will now receive four (4) uniforms instead of three (3).

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PROTECTED ECONOMIC POSITIONS

EMPLOYER:

General Wage Increase – all employees except RN2, RN3, ARNP, PSW3, PSW4 and Psychiatrist

3% increase effective 7/1/2017

1% increase effective 7/1/2018

32.1 D Compression and Inversion Adjustments for Twelve Dollars an Hour (\$12.00) Minimum Wage

Effective July 1, 2017, impacted job classifications will be increased to a higher salary range due to compression or inversion. Appendix XX identifies the impacted job classifications and the salary range for which they will be assigned. Employees will be assigned to the step in their new range that is nearest to their new salary as of July 1, 2017.

32.2 “N2” Pay Range Assignments

~~E. All employees who have been at Step T for six (6) years or more will progress to Step U. Step U will be designated as twenty-six (26) years of experience and employees will advance to step U in accordance with Article 32.6, Periodic Increases.~~

32.3 Recruitment or Retention – Compression or Inversion – ~~Increased-Higher Level~~ Duties and Responsibilities – Inequities

Effective July 1, 2015, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, ~~increased-higher level~~ duties and responsibilities or inequities. Appendix F identifies the impacted job classifications and the salary range for which it will be assigned.

32.21 Assignment Pay Provisions

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

- A. An Employer may grant assignment pay to a position to recognize a specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for premium.
- B. ~~Classes approved for Assignment Pay have the letters “AP” appearing after their class title in the compensation plan.~~ All Assignment Pay rates and Special Pay ranges and Notes are attached as Appendix F to this Agreement.

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32.25 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the ~~2015-2017-2019~~2017 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

Appendix XX

Compression and Inversion Adjustments for Twelve Dollars an Hour Minimum Wage

Class Code	Classification	Current Range	New Range	Number of Positions
100H	Office Assistant	25	27	1
100I	Office Assistant 2	28	29	12
678H	Maintenance Custodian 2	30	31	1

Appendix G
Specific Increases

Effective 7/1/2017 Receives the general wage increase

Classification Code	Classification	Current Range	New Range	Impacted Employees
354O	Corrections Mental Health Counselor 2	47	49	25
354P	Corrections Mental Health Counselor 3	49	51	13
350C	Corrections Specialist 2	51	53	16
288E	Dentist	83	87	20
354K	Sex Offender Treatment Specialist	51	55	50
354L	Sex Offender Treatment Supervisor	55	59	6
286B	Licensed Practical Nurse 2	41	48	31
286D	Licensed Practical Nurse 4	44	51	36
362C	Psychologist 3	57	63	6
362D	Psychologist 4	67	73	22

Effective 7/1/2017 no general wage increase

Classification Code	Classification	Current Range	New Range	Impacted Employees
285F	Registered Nurse 2	54N2	62N2	227
285G	Registered Nurse 3	58N2	66N2	39
291F	Physician Assistant Cert/Adv RN Pract Lead	64N2	72N2	48
352K	Psychiatric Social Worker 3	50	66	10
352L	Psychiatric Social Worker 4	55	71	1
290D	Psychiatrist	95	106	7

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APPENDIX F
ASSIGNMENT PAY

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

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

CLASS TITLE	CLASS CODE	PREMIUM	REFERENCE#
GROUP A and C			
Correctional Industries Supervisor 2	631B	See Ref.	20
Correctional Industries Supervisor 4	631D	See Ref.	20
Corrections and Custody Officer 1	384A	See Ref	42
Corrections and Custody Officer 2	384B	See Ref.	42
Corrections and Custody Officer 3	384C	See Ref	42
Psychiatrist 4	290D	6 ranges	29
Truck Driver 1	632I	4 ranges	12
Truck Driver 2	632J	4 ranges	12
GROUP B			
Dual Language Requirement		2 ranges	18
Defensive Tactics		\$10.00/hour	42
<u>Specialty Teams</u>		2 <u>ranges</u>	

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GROUP C*

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

Classification	Classification Code	Premium Limit	Location(s)
Classification Counselor 1, 2, or 3	354E, 354G, or 354I	1 range	Coyote Ridge (CRCC), Monroe Correctional Complex (MCC) or Washington State Penitentiary (WSP)
Corrections and Custody Officer 1, 2, or 3	384A, 384B, or 384C	2 ranges	CRCC, MCC or WSP
Licensed Practical Nurse 2	286B	2 ranges	MCC
Sex Offender Treatment Specialist	354K	2 ranges	Statewide
Corrections Mental Health Counselor 2 or 3	354O or 354P	4 ranges	Statewide
Psychologist 4	362D	2 ranges	MCC

*PERC decision 26673-I-14-0659

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

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

REFERENCE #20: Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator. (Eff. 5/89)

REFERENCE #29: Upon review and approval from ~~the OFM~~ State Human Resources Director, ~~up to four ranges payable to~~ employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency will be compensated at a specified number of ranges. ~~In extraordinary circumstances, where more than ten percent (10%) is required, a unique assignment pay range will be used.~~ (Eff. 5/01)

REFERENCE #42: Within the Department of Corrections, employees who are certified instructors of defensive tactics, firearms and fitness will be compensated an additional ten dollars (\$10.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction or in receiving initial and re-certification training.

REFERENCE #X: Within the Department of Corrections, basic salary plus two (2) ranges shall be paid to trained and qualified employees who are assigned members of a designated specialty team. Specialty teams include the Emergency Response Team, Special Emergency Response Team, Inmate Recovery Team, and Crisis Negotiation Team. Entitlement to assignment pay under this reference shall be on an hour for hour basis for every hour worked during an authorized team related assignment or training.

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UNION:

ARTICLES 17, 32, 37, and APPENDICIES

A17 Overtime:

Double time for all voluntary overtime hours worked
 Double time for all overtime hours worked in a BFOQ position

A37 Licensure and Certification:

Reimbursement up to \$200 for the cost of professional certification and/or license and renewal costs

A32 Compensation:

July 1, 2017

Make the following range adjustments on the Teamster’s Salary Schedule

Compression; Recruitment/Retention; Higher Level Duties			
Class Code	Classification	Current Range	New Range
354O	Corrections Mental Health Counselor 2	47	49
354P	Corrections Mental Health Counselor 3	49	51
350C	Corrections Specialist 2	51	53
288E	Dentist	83E	87E
354K	Sex Offender Treatment Specialist	51	55
354L	Sex Offender Treatment Supervisor	55	59
362C	Psychologist 3	57	63
362D	Psychologist 4	67	73

State Government - Recruitment and Retention			
Class Code	Classification	Current Range	New Range
285F	Registered Nurse 2	54N2	64N2
285G	Registered Nurse 3	58N2	68N2
286B	Licensed Practical Nurse 2	41N2	48N2
286D	Licensed Practical Nurse 4	44N2	51N2
290D	Psychiatrist	95	106
291F	Physician Assistant Cert/Adv RN Pract Lead	64N2	74N2
352K	Psychiatric Social Worker 3	50	66
352L	Psychiatric Social Worker 4	55	71

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Compression / Inversion Adjustments for Twelve Dollar an Hour Minimum Wage			
Class Code	Classification	Current Range	New Range
100H	Office Assistant	25	27
100I	Office Assistant 2	28	29
678H	Maintenance Custodian 2	30	31

Increase the salary ranges of those classifications receiving classification-based assignment pay such that all employees in the classification receive total compensation no less than their current compensation including their current assignment pay and correspondingly delete the reference to assignment pay as a separate item of compensation.

After the above adjustments, eliminate 50% of the weighted average of the wage deficiency between the top steps of all bargaining units' benchmark positions and the top steps of comparable positions in surveyed jurisdictions by adjusting class ranges upwards such that all employees in the classification receive salaries no less than their current salary plus 15%. Not to include RN2, RN3, LPN2, LPN4, Psychiatrist, PA/ARNP Lead, PSW3, and PSW4.

After the above adjustments, increase the salary ranges of Corrections and Custody Officer 3s by two (2) additional salary ranges.

After the above adjustments, increase the salary ranges of Classification Counselor 3s by five (5) additional salary ranges.

Apply a cost of living increase of 3.5%

Step M and U converted to standard step increases received per the terms of Section 32.6 (Periodic Increases).

- 32.14 Modify so that all employees are eligible for callback pay
- 32.15 Increase basic shift premium to one dollar and fifty cents (\$1.50) per hour
- 32.16 Increase nurse shift premium to two dollars and fifty cents (\$2.50) per hour
- 32.17 Modify supplemental shift premium for nurses to include CNAs and MAs
- 32.18 (E) Add Dentists to section; increase call pay from fifty dollars (\$50) to one hundred dollars (\$100) per day and for all others increase from twenty-five dollars (\$25) to fifty dollars (\$50) per day

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New Premiums:

- 5% premium for BFOQ positions at WCCW/MCCCW
- WCCW/MCCCW Transfer/Relocation Incentive – any transfer to a vacant BFOQ position = \$5000.00 transfer bonus plus moving expenses
- \$15.00/hour for all instructors of staff (modify reference #42)
- \$15.00/hour for all hours worked as the shift commander at stand-alone minimums
- 5% premium pay for the following Specialty Team Members:
 - Special Emergency Response Team (SERT)
 - Emergency Response Team (ERT)
 - Inmate Recovery Team (IRT)
 - Critical Incident Stress Management (CISM)
 - Crisis Negotiations Team (CNT)

July 1, 2018

Eliminate 50% of the weighted average of the wage deficiency between the top steps of the bargaining units' benchmark positions and the top steps of comparable positions in surveyed jurisdictions by adjusting class ranges upwards such that all employees in the classification receive salaries no less than their current salary plus 15%. Not to include RN2, RN3, LPN2, LPN4, Psychiatrist, PA/ARNP Lead, PSW3, and PSW4.

Apply a cost of living increase of 3.5%