2009-2011

SUPPLEMENTAL COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES FOR THE DEPARTMENT OF CORRECTIONS

EFFECTIVE
APRIL 1, 2010 THROUGH JUNE 30, 2011
# Washington Federation of State Employees
## Department of Corrections
### Supplemental 2009-2011

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARTICLE 3</strong></td>
<td><strong>BID SYSTEM</strong></td>
<td>1</td>
</tr>
<tr>
<td>3.1</td>
<td>Applicability</td>
<td>1</td>
</tr>
<tr>
<td>3.2</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>3.3</td>
<td>Components of a Bid</td>
<td>2</td>
</tr>
<tr>
<td>3.4</td>
<td>Submittal and Withdrawal of Bids</td>
<td>2</td>
</tr>
<tr>
<td>3.5</td>
<td>New Positions or Reallocated Positions</td>
<td>2</td>
</tr>
<tr>
<td>3.6</td>
<td>Vacancy</td>
<td>2</td>
</tr>
<tr>
<td>3.7</td>
<td>Awarding a Bid</td>
<td>2</td>
</tr>
<tr>
<td>3.8</td>
<td>Commitment Following an Award or Refusal of a Bid</td>
<td>2</td>
</tr>
<tr>
<td>3.10</td>
<td>Reassignment from a Bid Position</td>
<td>3</td>
</tr>
<tr>
<td>3.11</td>
<td>Department of Fish and Wildlife</td>
<td>3</td>
</tr>
<tr>
<td>3.12</td>
<td>Washington State Lottery</td>
<td>4</td>
</tr>
<tr>
<td>3.13</td>
<td>Department of Agriculture – Grain Inspection Program</td>
<td>5</td>
</tr>
<tr>
<td><strong>ARTICLE 4</strong></td>
<td><strong>HIRING AND APPOINTMENTS</strong></td>
<td>5</td>
</tr>
<tr>
<td>4.1</td>
<td>Filling Positions</td>
<td>5</td>
</tr>
<tr>
<td>4.2</td>
<td>Recruitment and Application Process</td>
<td>7</td>
</tr>
<tr>
<td>4.3</td>
<td>Internal Movement Within Agencies and to External Agencies – Permanent Employees</td>
<td>7</td>
</tr>
<tr>
<td>4.4</td>
<td>Permanent Status</td>
<td>7</td>
</tr>
<tr>
<td>4.5</td>
<td>Types of Appointments</td>
<td>7</td>
</tr>
<tr>
<td>4.6</td>
<td>Review Periods</td>
<td>11</td>
</tr>
<tr>
<td>4.7</td>
<td>Department of Social and Health Services – Internal Movement – Permanent Institution Employees Who May Not Require Relief or Coverage</td>
<td>14</td>
</tr>
<tr>
<td>4.8</td>
<td>Department of Corrections – Community Corrections Officers Internal Movement</td>
<td>14</td>
</tr>
<tr>
<td><strong>ARTICLE 6</strong></td>
<td><strong>HOURLS OF WORK</strong></td>
<td>15</td>
</tr>
<tr>
<td>6.1</td>
<td>Definitions</td>
<td>15</td>
</tr>
<tr>
<td>6.2</td>
<td>Determination</td>
<td>17</td>
</tr>
<tr>
<td>6.3</td>
<td>Overtime-Eligible Employees (Excluding Law Enforcement Employees)</td>
<td>17</td>
</tr>
<tr>
<td>6.4</td>
<td>Overtime-Eligible Law Enforcement Employee Work Schedules</td>
<td>18</td>
</tr>
<tr>
<td>6.5</td>
<td>Overtime-Eligible Unpaid Meal Periods</td>
<td>19</td>
</tr>
<tr>
<td>6.6</td>
<td>Overtime-Eligible Paid Meal Periods for Straight Shift Schedules</td>
<td>19</td>
</tr>
<tr>
<td>6.7</td>
<td>Overtime-Eligible Rest Periods</td>
<td>19</td>
</tr>
</tbody>
</table>
6.8 Positive Time Reporting – Overtime-Eligible Employees
6.9 Overtime-Exempt Employees
6.10 Military Department – Emergency Management Division
6.11 Department of Transportation – Maintenance Bargaining Unit – Winter Shift and Contingency Schedules
6.12 Department of Fish and Wildlife – Enforcement Division
6.13 Department of Fish and Wildlife – Construction and Maintenance
6.14 Department of Fish and Wildlife – Hatcheries Division
6.15 Department of Agriculture – Grain Inspection Program
6.16 Department of Transportation – Commercial Driver’s License Required Positions
6.17 Department of Corrections Institutions Only – Shift Exchange

ARTICLE 7 OVERTIME
7.1 Definitions
7.2 Overtime-Eligibility and Compensation
7.3 Overtime Computation
7.4 General Provisions
7.5 Compensatory Time for Overtime-Eligible Employees
7.6 Department of Fish and Wildlife – Enforcement Division
7.7 Department of Agriculture – Grain Inspection Program
7.8 Department of Transportation
7.9 Department of Corrections, Department of Social and Health Services and Department of Veterans Affairs Institutions
7.10 Department of Corrections Institutions – Voluntary Overtime

ARTICLE 11 VACATION LEAVE
11.2 Vacation Leave Credits
11.3 Vacation Leave Accrual
11.4 Vacation Leave Accrual Rate Schedule
11.5 Vacation Scheduling for 24/7 Operations (Including the Schools for the Deaf and Blind; Excluding the Department of Corrections)
11.6 Department of Corrections 24/7 Operations – Vacation Scheduling
11.7 Vacation Scheduling for All Employees
11.8 Family Care
11.9 Military Family Leave
11.10 Domestic Violence Leave
11.11 Vacation Cancellation – Employer Initiated
11.12 Vacation Leave Maximum
11.13 Separation
**ARTICLE 21**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.1</td>
<td>Uniforms</td>
<td>35</td>
</tr>
<tr>
<td>21.2</td>
<td>Tools and Equipment</td>
<td>35</td>
</tr>
<tr>
<td>21.3</td>
<td>Taxability</td>
<td>36</td>
</tr>
<tr>
<td>21.4</td>
<td>Department of Corrections Firearms Training and Ammunition</td>
<td>36</td>
</tr>
</tbody>
</table>

**ARTICLE 24**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.3</td>
<td>Department of Corrections</td>
<td>36</td>
</tr>
</tbody>
</table>

**ARTICLE 36**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.1</td>
<td>Employee Liability</td>
<td>37</td>
</tr>
<tr>
<td>36.2</td>
<td>Personal Property Reimbursement</td>
<td>37</td>
</tr>
<tr>
<td>36.3</td>
<td>Duty Station</td>
<td>37</td>
</tr>
<tr>
<td>36.4</td>
<td>Use of Volunteers and Student Workers</td>
<td>37</td>
</tr>
<tr>
<td>36.5</td>
<td>Right to Representation</td>
<td>37</td>
</tr>
<tr>
<td>36.6</td>
<td>Attendance at Meetings</td>
<td>37</td>
</tr>
</tbody>
</table>

**MEMORANDA OF UNDERSTANDING**

- Department of Corrections Job Classification Title Evaluation – Dated February 2, 2010 – A-1
- Department of Corrections Committee to Evaluate Safety Issues – Dated February 2, 2010 – A-2

**SIGNATURE PAGE**
ARTICLE 3
BID SYSTEM

3.1 Applicability
A. This Article applies only to staff employed at a correctional facility in the Department of Corrections, or at an institution in the Department of Social and Health Services, or the Department of Veterans Affairs, and who work in positions that may require relief or coverage. For purposes of this article the Special Commitment Center and the Secure Community Transition Facilities within the Department of Social and Health Services will be considered one (1) institution. This Article also applies to employees at the Schools for the Blind and Deaf, Department of General Administration who work in the Facilities Division, Department of Fish and Wildlife (Section 3.11 only), Washington State Lottery (Section 3.12 only), and the Department of Agriculture (Section 3.13 only).

B. This Article does not apply to the filling of non-permanent, on-call, project or, except at the Schools for the Blind and Deaf, career seasonal positions.

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

A. Bid Positions
Positions filled as a result of a bid.

B. Bid System
A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or to a lower classification in which they have previously held status. A permanent part-time employee will be eligible to bid for full-time positions after completion of 1,040 hours of employment within the job classification. A permanent full-time employee will be eligible to bid on part-time positions in the same job classification in which he/she currently holds permanent status or to a lower classification in which he/she has previously held status.

C. Position
A particular combination of shifts and days off, except for the Department of Social and Health Services (DSHS) and the Department of Corrections (DOC). In DSHS and DOC, a position is defined as a particular combination of shift, days off and location.
3.3 **Components of a Bid**
Bids will indicate the employee’s choice of shift, days off (and for DOC, location) and job classification. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of six (6) months from the date submitted by the employee.

3.4 **Submittal and Withdrawal of Bids**
Any bids submitted after the date a vacancy is considered to have occurred will not be considered for that vacancy. Employees may withdraw their bids, in writing, at any time prior to the referral.

3.5 **New Positions or Reallocated Positions**
When a new position is established or a vacant position is reallocated, the Employer will post the position for seven (7) calendar days if the combination of shift and days off (and, for DSHS and DOC, location) does not currently exist. The agencies will use electronic and/or hard copy methods for notification.

3.6 **Vacancy**
For purposes of this Article, a vacancy occurs when:
A. An employee notifies management, in writing, that he or she intends to vacate his or her position; or

B. Management notifies an employee, in writing, that the employee will be removed from his or her position.

3.7 **Awarding a Bid**
When a permanent vacancy occurs, the Employer will determine if any employee has submitted a transfer or a voluntary demotion request for the shift and days off. Seniority will prevail provided the employee has the skills and abilities necessary to perform the duties of the position. An employee’s bid request may be turned down if the employee has documented attendance or performance problems.

3.8 **Commitment Following an Award or Refusal of a Bid**
A. For all agencies except DSHS, when an employee has been awarded a bid, or refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The six (6) month period will begin on the first day the employee is assigned the new shift and/or days off. All other active bids the employee has on file will be removed from the bid system.

B. For DSHS, when an employee has been awarded a bid, the employee will be prohibited from requesting other bids for a minimum of twelve (12) months. If an employee refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The time period will begin on the first day the employee is assigned the
new shift, days off and/or location. All other active bids the employee has on file will be removed from the bid system.

3.9 Whenever there is need for a major change in residential settings such as elimination of positions or major changes to shifts or assignments, the Union and the Employer may agree to suspend the procedure described in Sections 3.3 through 3.6 and 3.8 above and allow all employees to bid on positions, which will be filled in accordance with the procedures in Sections 3.7 of this Article.

3.10 Reassignment from a Bid Position
Whenever there is need for a major change in residential settings such as elimination of positions or major changes to shifts or assignments, the Union and the Employer may agree to suspend the procedure described in Sections 3.3 through 3.6 and 3.8 above and allow all employees to bid on positions, which will be filled in accordance with the procedures in Sections 3.7 of this Article.

3.10 Reassignment from a Bid Position
Nothing in this Article will preclude management from reassigning an employee from his or her bid position to another position on a different shift or to a position with different days off, provided the employee is notified, in writing, of the reason(s) for the reassignment.

3.11 Department of Fish and Wildlife
A. Enforcement Program
1. Openings will be posted via department intranet and e-mail for a period of not less than twenty-one (21) calendar days. Eligible employees may bid on openings during the posting period. Employees with less than three (3) years service in the Fish and Wildlife Officer 1 classification may bid only when it is deemed beneficial to the program by the Chief. Employees may submit a request for a hardship transfer to the Union at any time.

2. In accordance with Subsection 1 above, when a vacancy occurs or a new position is created, the Department will award the bid on the basis of total time served in the bargaining unit(s), except as provided in Subsection C below. An employee’s bid request may be turned down if the employee has documented attendance or performance problems.

3. Employees who are awarded a bid will fill the position thirty (30) calendar days following the notification of selection.

4. Officers will have a ninety (90) calendar day period to establish a permanent residence after filling the bid for a new or vacant position. Officers must establish the permanent residence within the geographical area defined by the Department for the position appointed.

5. Permanent residence is defined as the place an officer physically lives or physically resides. The methods used to determine residency may include: mailing address, voter registration, utility and service bills, residence rental or ownership agreement, or telephone number.
B. **Fish Program – Hatcheries Division**

1. When a vacancy occurs or a new position is created, the opening will be posted via department e-mail to all hatchery facilities for a period of fourteen (14) calendar days from the date of the official written notification to Personnel of the need to open a recruitment. Employees who hold permanent status in the job classification of the position they are interested in transferring into may bid on openings. To bid, employees must send an e-mail to the agency’s personnel office during the posting period indicating the position and geographic location of the position they wish to bid on. Only those employees who have worked at their current location in excess of six (6) years and who have the required skills and abilities of the position will be eligible to bid. E-mail notification by the employee must occur during the fourteen (14) day period and it is the sole responsibility of the employee to ensure the e-mail is sent and received during this time frame. Employees submitting an e-mail indicating an interest and desire to transfer to a vacancy or a new position will accept the vacancy should it be offered to them.

2. In accordance with Subsection B. 1. above, when a vacancy occurs or a new position is created, the Department will award the bid on the basis of seniority as defined in Article 33, except as provided for in Subsection C below. Seniority will prevail provided the employee has, as determined by the Employer, the skills and abilities necessary to perform the duties of the position and the employee does not have any documented attendance or performance problems within the calendar year immediately preceding the bid transfer request.

C. **Hardship Transfers**

For purposes of this Article, a hardship transfer is defined as a medical, or safety-threatening situation causing specific loss or suffering to an employee or the employee’s spouse, children, parents, or spouse’s parents. This provision includes stepchildren and stepparents. Employees who have a hardship may request a hardship transfer to a vacant or new position. Requests for hardship will be submitted to the Union. Those supported by the Union will be forwarded with a written record of support, including the original employee request and all supporting documentation, to the Appointing Authority/Chief for consideration. The Appointing Authority/Chief’s decision on the request for a hardship transfer will be final and is not subject to the grievance procedure.

3.12 **Washington State Lottery**

A. Prior to a vacant District Sales Representative (DSR) position being open for recruitment, the Regional Sales Manager will have the opportunity to
realign or reassign territories. Input from the DSRs within the region will be considered, and the Lottery will look for ways to incorporate changes with the least amount of negative impact to the DSRs. The Regional Sales Manager will determine the position to be open for recruitment, after considering input from the DSRs within the region.

B. All DSRs statewide will be notified of vacancies within the bargaining unit. DSRs indicating an interest in a transfer to the vacant position will be considered utilizing the following criteria:

1. Demonstrated service to retailers.
2. Efficiency and effectiveness of performance.
3. Seniority based on employee preference.

C. If the employee is not selected after consideration of the first two (2) criteria listed above, the Regional Sales Manager will discuss with the employee the reason(s) for the decision.

3.13 Department of Agriculture – Grain Inspection Program
Bidding and assignment of permanent work shifts for bargaining unit employees will be performed annually, unless a shorter period of time is mutually agreed to between the parties, or at the addition or deletion of a work shift. Seniority criteria for awarding a bid will be based on uninterrupted service date, not including military time, and with due regard for needs of industry, the Employer and employees.

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions
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. 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 34, 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.

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

1. 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.

2. 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 demotions. 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.

3. 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.

4. 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.

5. 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.
4.2 Recruitment and Application Process
Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days. These may include e-recruitment, agency electronic process, and/or paper applications as indicated on the recruitment announcement. Agencies that use the Department of Personnel’s E-recruiting system will accept and process agency-defined paper forms. Upon request, agencies will assist employees through the application process.

4.3 Internal Movement Within Agencies and to External Agencies – Permanent Employees
Prior to certifying candidates for vacancies in accordance with Subsection 4.1, an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation within an agency or to a candidate from another agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees desiring a transfer, voluntary demotion or elevation will initiate a request in writing, and appointing authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision. This Subsection does not apply to those positions that have a required bid system established in accordance with Article 3.

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

4.5 Types of Appointment
A. Non-Permanent
1. 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 a layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee. A non-permanent appointee must have the skills and abilities required for the position.

2. A permanent employee who accepts a non-permanent appointment within his or her agency will have the right to return to his or her position in the agency or to a position in the permanent classification he or she left at the completion of the non-permanent appointment; provided, that the employee has not left the original non-permanent appointment, unless the original Appointing Authority agrees otherwise. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current
Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee’s intent, the employee’s permanent agency will notify the employee, in writing, of any return rights to the agency 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. The Employer may convert a non-permanent appointment into a permanent appointment and the employee will serve a probationary or trial service period. The Employer must follow Article 3, Bid System, or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment.

4. Time spent in a non-permanent appointment may count towards the probationary or trial service period for a permanent position within the same job classification.

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

B. **On-Call Employment**
The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving notice to the employee.

C. **In-Training Employment**
1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will determine and document the training program, including a description and length of the program. The in-training plan must include:
   a. The title of the goal class of the in-training plan.
   b. The duties and responsibilities of the goal class.
   c. The job classes that will be used to reach the goal class.
   d. The skills and abilities that must be acquired by the employee while in-training to the goal class.

The training plan may include any of the following components:
   a. On-the job training;
b. Classroom or field instruction;

c. Courses conducted by an educational institution, vocational school, or professional training organization; or

d. Written, oral and/or practical examinations(s).

Unless other staffing methods have been exhausted, positions with primary responsibility for supervision will not be designated as in-training positions.

2. 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 period(s) 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. Within seven (7) days of the effective date of the separation, the employee may request a review of the separation by the Director or Secretary of the agency or designee.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period(s), depending on the requirements of the in-training program. The trial service period and in-training program will run concurrently. The Employer may revert an employee who does not successfully complete the trial service period(s) at any time with one (1) working day’s notice. The employee’s reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsections 4.6 B.3 and 4.6 B.4 of this Article.

4. 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 trial service period and in-training program will run concurrently. The Employer will determine the length of the trial service period(s) to be served by an employee in an in-training appointment, however the cumulative total of the trial service periods for the entire in-training appointment will not exceed thirty-six (36) months. The appointment letter will inform the employee of how the trial service period(s) will be applied during the in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status in each classification upon successful completion of the concurrent training program and trial service period at each level.

6. 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 in the goal classification upon successful completion of the training requirements and concurrent trial service period for the entire in-training program.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.

2. 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:

   a. Promote to another job classification within the project; or

   b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. 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 employees have not previously attained permanent status in.

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 34, Layoff and Recall.
E. **Seasonal Career /Cyclic Employment**

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and are anticipated to last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.

2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with Subsection 4.6 A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.

3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in Article 34, Layoff and Recall.

F. The designation of a position as non-permanent, on-call, in-training or project, or the termination of a non-permanent, on-call, in-training or project appointment is not subject to the grievance procedure in Article 29.

### 4.6 Review Periods

A. **Probationary Period**

1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months; except that employees in any class for which the probationary period was twelve (12) months on July 1, 2005 will continue to serve a twelve (12) month probationary period. Agencies may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.

2. 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 up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of an employee will not be subject to the grievance procedure in Article 29.

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

4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.6 A, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

5. With approval of the Employer, an employee who accepts a non-permanent appointment to a higher level position in the same job series while serving an initial probationary period, may resume his/her probationary period and receive credit for time already served in probationary status if he/she returns to the same position he/she vacated.

6. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in a non-permanent appointment toward completion of a probationary period within the same job classification as defined in Subsection 4.6 A.

B. **Trial Service Period**

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.

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

3. An employee serving a trial service period may voluntarily revert to his or her former position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:
a. Vacant or filled by a non-permanent employee and is within the employee’s previously held 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 (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. If possible, the reversion option will be within a reasonable commuting distance for the employee.

4. With five (5) working days’ written notice by the Employer, an employee who does not satisfactorily complete his or her trial service period will be reverted to a funded permanent position in the same agency, that is:

a. Vacant or filled by a non-permanent employee and is within the employee’s previously held 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 (a) and (b) above, the employee being reverted must have the skills and abilities required for the vacant position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

If the Employer fails to provide five (5) working days’ notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to five (5) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

5. An employee who has no reversion options or does not revert to the highest classification in which he or she previously attained permanent status may request that his or her name be placed on the agency’s internal layoff list for positions in job classifications where he or she had previously attained permanent status.

6. An employee who is separated during his or her trial service period may request a review of the separation by the Director or Secretary
of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 29.

4.7 Department of Social and Health Services – Internal Movement – Permanent Institution Employees Who May Not Require Relief or Coverage

A. Prior to certifying candidates in accordance with Article 4.1, an Appointing Authority will consider using this process to grant a transfer, voluntary demotion or elevation within the institution as long as the permanent employee has the skills and abilities required to perform the duties of the position and has held status within the position being sought.

B. Employees desiring transfer, voluntary demotion, or elevation will initiate a request in writing to have their name placed on the roster. The roster will be ranked in seniority order and will be maintained during the term of the agreement. The most senior employee will be reassigned when there is no documented attendance or performance problems. The employee may withdraw the request at any time prior to the position being offered. An employee refusing a roster assignment will be prohibited from requesting reassignment into other institution non-relief positions for six (6) months.

C. If the most senior employee is denied the transfer, voluntary demotion or elevation, Management will provide the reason in writing to the employee.

D. The agency will monitor and track the number of employees hired in these positions, awarded through this process and the number of denials by institution. A copy of this documentation will be provided to the Union on a quarterly basis.

The decision to use or not use this process is not subject to the grievance procedure in accordance with Article 29.

4.8 Department of Corrections – Community Corrections Officers Internal Movement

A. Community Corrections Officers

Prior to certifying candidates in accordance with Article 4.1, a permanent Community Corrections Officer (CCO) may request, and will be granted a transfer to another CCO position within the bargaining unit provided:

1. The CCO has demonstrated the position specific skills, abilities and qualifications necessary to perform the duties of the position;

2. There are no disciplinary action(s) in his/her personnel file for the past twelve (12) months;
3. There is no pending disciplinary action or the CCO is not under investigation into alleged misconduct;

4. The CCO has not been granted previous internal movement within the past two (2) years;

5. There are no performance issues being addressed, as documented in the employee’s supervisory file;

6. The appointment will not create a violation of Agency policy;

7. It meets the needs of the work unit.

B. Transfer requests under this sub-article must be made in writing and submitted to the local Human Resources Office. The request will remain active for six (6) months from the date it was submitted. If two (2) or more CCOs request a transfer to the same position and they meet the above criteria, the senior CCO will be appointed. If a CCO is offered a transfer and refuses the offer, the CCO will not be allowed to request another transfer for twelve (12) months.

C. If a CCO requests a transfer and does not meet the criteria listed above, the CCO may compete for the position.

D. The offering of a formal layoff option in accordance with Article 34, Layoff and Recall, prior to granting a transfer request under this sub-article, is not a violation of this sub-article.

This sub-article is not subject to the grievance procedure in accordance with Article 29. If a CCO requests a transfer and it is denied, the CCO may request a review by the Secretary of the Department within twenty-one (21) days from the date the employee was notified in writing that he/she would not be transferred to the vacant position. The request for review must be filed with the Department of Corrections’ Headquarters Labor Relations Office. The Secretary will respond in writing within thirty (30) days of receipt of the request for review.

ARTICLE 6
HOURS OF WORK

6.1 Definitions
A. Full-time Employees
   Employees who are scheduled to work an average of forty (40) hours per workweek.
B. **Law Enforcement Employees**
Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. **Overtime-Eligible Position**
An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.

D. **Overtime-Exempt Position**
An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.

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

F. **Shift Employees**
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding: Department of Social and Health Services – Juvenile Rehabilitation Administration (DSHS - JRA) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek.

G. **Workday**
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

H. **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.

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

J. **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 normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the Appointing Authority. If there is a change in their workweek, employees will be given prior written notification by the Appointing Authority.
6.2 Determination
Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position, with or without an extended work period, or a shift position. When the Employer determines that an overtime-eligible position is overtime-exempt, the employee will be notified in writing of the determination.

6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)
A. Regular Work Schedules
The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will normally include two (2) consecutive scheduled days off. The Employer may adjust the regular work schedule with prior notice to the employee. If the Employer extends an employee’s daily work schedule by more than two (2) hours on any given day, the Employer will not adjust another workday or the employee’s workweek to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

1. When an employee requests to adjust his or her hours within the workweek and works no more than forty (40) hours within that workweek; or

2. To those job classifications that have an inherent need for flexibility to adjust their daily work schedules within the regular workweek to accomplish assigned job duties and responsibilities. When adjusting an employee’s work schedule, the Employer will consider an employee’s preference as long as the agency can meet business and customer service needs and without causing an additional cost to the agency. These classifications are listed in Appendix B.

B. Alternate Work Schedules
Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. Employees may request alternative work schedules and such requests will be approved by the Employer, except as provided below, subject to business and customer service needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider employees’ personal and family needs.
C. **Daily Work Shift Changes**
   The Employer may adjust an overtime-eligible shift employee’s daily start and/or end time(s) by two (2) hours.

D. **Temporary Schedule Changes**
   Overtime-eligible employees’ workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. With the exception of the job classifications listed in Appendix B, overtime-eligible employees will receive three (3) calendar days’ written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

E. **Permanent Schedule Changes**
   Overtime-eligible employees’ workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days’ written notice of a permanent schedule change, which will include the reason for the schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

F. **Emergency Schedule Changes**
   The Employer may adjust an overtime-eligible employee’s workweek and work schedule without prior notice in emergencies, for highway snow, ice or avalanche removal, fire duty, grain inspection, or extraordinary unforeseen operational needs.

G. **Employee-Requested Schedule Changes**
   Overtime-eligible employees’ workweeks and work schedules 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 and no overtime expense is incurred.

H. An overtime-eligible employee, including an employee on standby status, will be compensated for all time worked, other than de minimis time, for receiving or responding to work related calls, unless otherwise provided for in this Agreement.

6.4 **Overtime-Eligible Law Enforcement Employee Work Schedules**
   The regular work schedule for full-time overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, will not be more than one hundred and sixty (160) hours in a twenty-eight (28) day period. The regular work schedule for full-time overtime-eligible law enforcement employees...
employees receiving assignment pay for an extended work period will not be more than one hundred and seventy-one (171) hours in a twenty-eight (28) day period. The Employer may adjust the work schedule with prior notice to the employee.

6.5 **Overtime-Eligible Unpaid Meal Periods**
The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements of 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 as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee’s unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid 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.

6.6 **Overtime-Eligible 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.

6.7 **Overtime-Eligible 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 fifteen (15) 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 fifteen (15) 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.

6.8 **Positive Time Reporting – Overtime-Eligible Employees**
Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by each agency. The Union may request to bargain in accordance with Article 38, Mandatory Subjects.
6.9 **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 for which they work. The Employer’s policy for all overtime-exempt employees is as follows:

A. The Employer determines the products, services, and standards that 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. 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. Overtime-exempt employees’ salary includes straight time for holidays. An overtime-exempt employee whose Employer requires him or her to work on a holiday will be paid at an additional rate of one and one-half (1 1/2) times the employee’s salary for the time worked.

E. Employees will consult with their supervisors to 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 approval of their Appointing Authority or designee, overtime-exempt employees’ will accrue exchange time for extraordinary or excessive hours worked. Such approval will not be arbitrarily withheld. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. Exchange time has no cash value and cannot be transferred between agencies.

F. 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.

G. 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.
6.10 Military Department – Emergency Management Division
The Employer may send an employee home to rest prior to returning for the night shift to cover an emergency or declared disaster. When this occurs, the rest period will be considered time worked through the end of the employee’s scheduled work shift.

6.11 Department of Transportation – Maintenance Bargaining Unit – Winter Shift and Contingency Schedules
The Employer will establish yearly winter shift and contingency schedules as needed. Within reasonable staff and program considerations, the Employer will accommodate employee shift preference based on Department of Transportation continuous service. It is recognized that in assigning shifts and days off, a balance of experience, skills and abilities may be required.

6.12 Department of Fish and Wildlife – Enforcement Division
A. Planning Meeting
Bargaining unit members will attend and participate in a twenty-eight (28) day detachment or unit planning meeting scheduled by the supervisor. The detachment or unit will identify and prioritize detachment or unit work to determine methods, times, locations, and days off. Based on program needs, each supervisor has the authority to make final decisions necessary to plan and schedule the time, place and methods of the work to be performed by employees of his or her detachment or unit; however, supervisors will attempt to meet officers’ personal needs. The result of the meeting will be a twenty-eight (28) day detachment or unit plan that will be forwarded to the Captain for final approval. The approved plan will be forwarded to regional staff and the appropriate emergency communication center(s).

B. Days Off
Officers will request days off as Preferred Days Off (PDO) or as Regular Days Off (RDO) at the planning meeting. Supervisors may deny requests for days off to provide for and schedule patrol priorities. When the supervisor has approved requests for PDOs, they may be cancelled by the supervisor within seventy-two (72) hours’ notice without incurring callback pay. If a PDO is cancelled with less than seventy-two (72) hours’ notice, the Department will compensate the officer in accordance with Section 42.17 of Article 42, Compensation. Additional hours worked on a cancelled PDO will be compensated at the regular rate of salary and will be part of the normal one hundred seventy-one (171) hour work period. Officers wishing to change a PDO must also provide seventy-two (72) hours’ notice to their supervisor. Approvals with shorter notice may be granted by mutual agreement between the supervisor and the officer. Cancellation of a RDO by the supervisor will not result in callback compensation. Officers that wish to adjust RDOs may request those changes in advance from their supervisor. Officers will normally work at
least two (2) weekends each work period. Non-weekend days off will be
consecutive unless otherwise selected by the officer. Officers who do not
participate in the planning process may have their days off unilaterally set
by their supervisor.

C. **Holidays and Weekends**
In the event a bargaining unit member is assigned to work the weekend
prior to a recognized holiday, as defined by this Agreement, he or she will
have the option of working the holiday. Bargaining unit members will not
be required to work weekend days associated with a recognized holiday
that falls on a Monday or Friday without being assigned to work the
holiday.

### 6.13 Department of Fish and Wildlife – Construction and Maintenance
Normal commute time for employees residing at temporary residences and
traveling to temporary work sites, will be thirty (30) minutes. Commute time
over thirty (30) minutes will be considered to be work time. This work time will
be taken from the end of the work shift to travel back to the temporary residence.
Employees are on work time when they begin the mandatory pre-trip safety
checks on vehicles requiring the use of a Commercial Driver’s License (CDL).
This does not apply to department pickups and other vehicles used for
transportation to and from work sites.

### 6.14 Department of Fish and Wildlife – Hatcheries Division
A. Paging devices may be provided by the Employer for the purpose of
providing flexibility to employees required to perform standby
assignments. Any bargaining unit employee who uses a pager or other
form of communication device in order that they may return to work will
receive standby compensation as defined in Article 42, Compensation, for
the entire time they are required to perform standby. Bargaining unit
employees using these communication devices are responsible for
maintaining the level of response time necessary to protect the resource
entrusted to them.

B. On a holiday, no employee will be assigned to work or will be assigned
standby when there are no fish on station, unless an emergency situation
dictates otherwise.

C. An employee may volunteer to be assigned standby on a holiday. No
employee will be involuntarily assigned standby on his or her regular
day(s) off, holiday(s) (except those holidays the employee is assigned to
work eight (8) hours) or on days he or she is in leave status, unless an
emergency situation dictates otherwise. A requirement for an employee to
return to standby duty on a scheduled day off will require the employee to
conduct a facility inspection (check water flow alarms, secure building(s),
etc.) and, therefore, constitutes callback status.
D. Employees assigned to standby status may be relieved for any portion of the assignment for which they are able to find a replacement. The employee initiating the change in assignment will document the change in writing to the appropriate supervisor. The person providing relief is responsible for meeting all standby obligations.

E. All alarms other than that of the employee on standby duty will be turned off unless the Specialist 4, with the appropriate complex manager’s approval, directs an employee to leave his or her electronic alarm on. The requirement to turn on the electronic alarm device will constitute assigned standby.

6.15 Department of Agriculture – Grain Inspection Program
To provide inspection and weighing services for grain being loaded onto export vessels, the Employer may establish and staff both emergency and overtime shifts using key position staffing, with a minimum of three (3) permanent employees licensed to perform key duties, any combination of inspectors, protein operators, and grain sampler-weighers. The remaining positions on such shifts may be staffed with non-permanent employees.

6.16 Department of Transportation – Commercial Driver’s License (CDL) Required Positions
The Employer will not require an employee utilizing his or her CDL to work more than fifteen (15) consecutive hours without providing a rest period of at least eight (8) consecutive hours.

6.17 Department of Corrections Institutions Only - Shift Exchange
Overtime eligible employees within an institution who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

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

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

C. Requested shift exchanges will be considered on a case-by-case basis.

D. Shift exchanges must occur within the same workweek. 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.

**ARTICLE 7**

**OVERTIME**

7.1 **Definitions**

A. **Overtime**

Overtime is defined as time that a full-time overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees).

2. Works in excess of their scheduled work shift and:
   a. the employee is a shift employee, or
   b. the employee works in the Maintenance Bargaining Unit within the Washington State Department of Transportation, or
   c. the employee works within the Fruit/Vegetable Inspection Bargaining Unit within the Washington State Department of Agriculture and does inspections.

3. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period.

4. Works in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period and the employee is a law enforcement employee receiving assignment pay for an extended work period.
5. Works while on fire duty as specifically defined in Article 42, Compensation.

B. Overtime Rate
In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1½) of an employee’s regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work
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.

D. 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.

7.2 Overtime-Eligibility and Compensation
Employees are eligible for overtime compensation under the following circumstances:

A. Full-time overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. A part-time overtime-eligible employee will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
B. Full-time overtime-eligible shift employees who have prior approval and work more than their scheduled shift will be compensated at the overtime rate. A part-time overtime-eligible shift employee will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

C. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one hundred and sixty (160) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

D. Overtime-eligible law enforcement employees, receiving assignment pay for an extended work period, who have prior approval and work in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

E. Overtime-eligible employees who have prior approval and work overtime as specifically defined in Article 42, Compensation.

7.3 Overtime Computation
Computation of overtime will be rounded upward to the nearest one-tenth (1/10th) of an hour.

7.4 General Provisions
A. The Employer will determine whether work will be performed on regular work time or overtime, the number of employees, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. Except as provided in Subsection 7.9, in the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

B. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.
7.5 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility
   The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time
   Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.

C. Compensatory Time Use
   Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave.

D. Compensatory Time Cash Out
   1. Overtime-Eligible Employees – Excluding Department of Transportation Employees
      All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review his or her schedule. The employee’s compensatory time balance will be cashed out every June 30th or when the employee:

      a. Leaves state service for any reason,

      b. Transfers to a position in his or her agency with different funding sources, or

      c. Transfers to another state agency.

   2. Overtime-Eligible Employees – Department of Transportation
      All compensatory time must be used by June 30th of each biennium. If compensatory time balances are not scheduled to be used by the employee by April of the end of the biennium, the supervisor will contact the employee to review his or her schedule. The employee’s compensatory time balance will be cashed out every June 30th of each biennium or when the employee:

      a. Leaves state service for any reason,
b. Transfers to a position in his or her agency with different funding sources, or

c. Transfers to another state agency.

### 7.6 Department of Fish and Wildlife – Enforcement Division

A. In the event of a bona fide emergency and when a supervisor is unavailable to grant approval, a bargaining unit member may exercise discretion in determining the need to incur overtime. Not later than the next working day the bargaining unit member will report to his or her supervisor the nature of the bona fide emergency justifying the overtime. All other overtime must be pre-approved by the supervisor.

B. A bona fide emergency includes a life-threatening situation, civil disorder, natural disaster, sudden unexpected happening, unforeseen occurrence or condition, complication of circumstances, sudden or unexpected occasion for action, or pressing necessity.

### 7.7 Department of Agriculture – Grain Inspection Program

A. Any employee who works a double shift or returns from an emergency night shift to his or her permanent day shift, will be required to take six (6) hours off for rest after such shifts. The employee will suffer no loss of regular straight-time hourly earnings for any time missed during that rest period that otherwise would have been part of his or her regularly scheduled shift. Such employees will not be eligible for any overtime assignment or shift commencing during the six (6) hour rest period. If the employee has worked a double shift of greater than twenty (20) hours, the six (6) hour period will be extended to eight (8) hours.

B. Shift extensions, early starts and occasions when lunch periods require overtime will be offered first to available employee(s) having the ability to perform the work and the lowest amount of overtime hours, who are on shift at the facility where the overtime occurs. However, for shift extensions in offices with multiple sites, employees having the lowest amount of overtime hours at any other site(s) serviced by that grain inspection office will be offered the opportunity to work the extension if they can complete their regular shift and travel to the extending site by the time the extension begins. Time traveled outside of scheduled shifts will not be paid time. If there still is not enough staff, employees on site may be required to work. Employees with less than forty (40) hours accumulated overtime in a month at the start of the shift may be required to work and will complete the shift or extension. Employees will finish any assignments for which they volunteer.

C. The Employer will not require employees to work overtime that when added to the employee’s scheduled shift and/or overtime shift would result
in the employee working two (2) contiguous shifts not to exceed twenty (20) hours.

D. Those employees who do not desire to work overtime will not be required to do so beyond forty (40) cumulative hours each month, except as provided in Subsection 7.7 E, below. However, at export shipping operations scheduled on a regular Monday through Friday basis, when staff is required on weekends to provide inspection and weighing services for grain being loaded onto export vessels, a minimum of three (3) permanent employees licensed to perform key duties, (any combination of inspectors, protein operators, and grain sampler-weighers), will be offered the work before on-call employees are used.

E. An employee with more than forty (40) hours of accumulated overtime in a month may be required to extend a current shift for not more than four (4) hours in order to assure service delivery not more than once per month. However, hours that an employee is required to work under this paragraph will be credited to the employee’s forty (40) hour limit in the following month.

7.8 Department of Transportation

A. Overtime opportunities will be offered whenever and wherever possible on a straight rotational basis. Each superintendent or equivalent and employees will confer and mutually determine, for normal areas of responsibility, the employees on a specific rotation list(s). Employees will be placed on a rotation list in order of continuous WSDOT service. The rotation list will be kept current and posted in each facility. The Employer and employees will share the responsibility for keeping the list(s) current.

B. Overtime will be offered first to all bargaining unit employees on the rotation list, then to any qualified employee. Documented attempts to contact an employee constitutes an offer. Overtime will be offered to employees who are qualified to do the work, regardless of classification. Overtime that extends a shift will be offered first to qualified employees on that shift and preferably, to the employee(s) currently performing the work. Shift extensions do not count as an overtime opportunity.

C. The parties recognize and agree that in cases of operational necessity, public safety, and/or efficient delivery of public services, that it may be necessary for the Employer to deviate from the straight rotation process.

D. In the event the Employer deviates from the straight rotation process, the Employer will explain to affected employees the reason for the deviation. The Employer will also take necessary actions to correct missed opportunities by skipping in the next rotation those employees who were called out-of-sequence.
E. Bargaining unit supervisors and/or designees, making or receiving work-related calls at home, will be compensated for a minimum of one-half (1/2) hour for the time worked. Callback is not authorized for this work.

7.9 **Department of Corrections, Department of Social and Health Services and Department of Veterans Affairs Institutions**

Overtime-eligible shift employees employed at a correctional facility within the Department of Corrections, or at an institution within the Department of Social and Health Services, or the Department of Veterans Affairs:

When involuntary overtime is required, it will be assigned to employees on duty in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e. the employee with the greatest seniority has worked his or her required overtime.

A. An employee who volunteers and works an overtime shift prior to an involuntary overtime assignment will have his or her name removed from the overtime rotation for that cycle.

B. An employee may be excused from an involuntary overtime assignment once per quarter.

C. An employee will not be required to work an involuntary overtime after working a regular shift prior to an approved vacation leave day.

An employee who is excused from working overtime under Subsection 7.9 B or 7.9 C above will be the first to be called when an involuntary overtime assignment is required and the employee is on a scheduled workday.

7.10 **Department of Corrections Institutions – Voluntary Overtime**

Correctional Officers and Sergeants employed at a correctional facility within the Department of Corrections

When the Employer determines that overtime is necessary in a state operated institution, the Employer will identify the number of positions requiring overtime, the duration of such overtime, and the qualifications, skills and abilities of the employees required to perform the work. Overtime will be assigned as voluntary pre-scheduled, voluntary unscheduled (daily) or involuntary.

A. Voluntary Pre-scheduled Overtime

The agency will maintain a list of all Correctional Officers and Sergeants in order of seniority. Correctional Officers and Sergeants will have the opportunity to sign up by day and shift for possible overtime opportunities. Voluntary prescheduled overtime will be assigned on Monday for all known overtime opportunities for the week beginning the following Monday. If Monday is a holiday, the prescheduled overtime
assignments will be made on the next regular work day. Assignment to pre-scheduled overtime will begin at the top of the list of volunteers and proceed down in order of seniority except as outlined below:

1. Employees who do not meet the qualifications, skills and abilities for the position requiring the overtime will not lose his/her place in order on the list.

2. When an employee accepts or declines a pre-scheduled overtime assignment, it will be noted on the list, and he/she will not be eligible until a new cycle begins.

3. When the Employer is unable to reach an employee, the employee will not lose his/her place in order on the list. Telephone calls placed to employees who are off duty will not be considered as time worked.

A new cycle begins when any of the following occurs:

1. The beginning of each odd numbered month (January, March, May etc.); or

2. There are no qualified volunteers on the list; or

3. All volunteers on the list have either accepted or declined the opportunity; or

4. The remaining volunteers cannot be contacted.

B. Voluntary Unscheduled Overtime

A voluntary unscheduled overtime assignment list by job classification will be posted for sign-up at the beginning of each shift for the next shift. Assignment will be based on seniority of employees with the qualifications, skills and abilities who have indicated availability for such assignments who are on duty. Except in an emergency situation, employees who sign-up on the voluntary sign-up sheet cannot refuse the assignment of overtime. If there are insufficient volunteers, management may assign involuntary overtime in accordance with Article 7.9.

**ARTICLE 11**

**Vacation Leave**

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.
11.2 **Vacation Leave Credits**
After six (6) months of continuous state employment, full-time and part-time employees will be credited 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.

11.3 **Vacation Leave Accrual**
Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in 11.4 below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

11.4 **Vacation Leave Accrual Rate Schedule**

<table>
<thead>
<tr>
<th>Full Years of Service</th>
<th>Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first year of current continuous employment</td>
<td>Ninety-six (96)</td>
</tr>
<tr>
<td>During the second year of current continuous employment</td>
<td>One hundred four (104)</td>
</tr>
<tr>
<td>During the third and fourth years of current continuous</td>
<td>One hundred twelve (112)</td>
</tr>
<tr>
<td>employment</td>
<td></td>
</tr>
<tr>
<td>During the fifth, sixth, and seventh years of total employment</td>
<td>One hundred twenty (120)</td>
</tr>
<tr>
<td>During the eighth, ninth, and tenth years of total employment</td>
<td>One hundred twenty-eight (128)</td>
</tr>
<tr>
<td>During the eleventh year of total employment</td>
<td>One hundred thirty-six (136)</td>
</tr>
<tr>
<td>During the twelfth year of total employment</td>
<td>One hundred forty-four (144)</td>
</tr>
<tr>
<td>During the thirteenth year of total employment</td>
<td>One hundred fifty-two (152)</td>
</tr>
<tr>
<td>During the fourteenth year of total employment</td>
<td>One hundred sixty (160)</td>
</tr>
<tr>
<td>During the fifteenth year of total employment</td>
<td>One hundred sixty-eight (168)</td>
</tr>
<tr>
<td>During the sixteenth year of total employment and thereafter</td>
<td>One hundred seventy-six (176)</td>
</tr>
</tbody>
</table>

11.5 **Vacation Scheduling for 24/7 Operations (Including the Schools for the Deaf and Blind; Excluding the Department of Corrections)**
A. Employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.
B. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A “segment” is three (3) or more contiguous days of vacation leave.

C. In addition to vacation leave approved in Subsection 11.5 B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

D. Employee Initiated Cancellations
Employee requested cancellations of any portion of an approved scheduled vacation segment must be submitted in writing no later than fourteen (14) calendar days in advance of his/her scheduled vacation. The request is subject to approval by the Employer.

11.6 Department of Corrections 24/7 Operations – Vacation Scheduling

A. Employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. Such requests must be submitted no later than February 1st. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

B. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A “segment” is three (3) or more contiguous days of vacation leave.

C. In addition to vacation leave approved in Subsection 11.6 B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

D. Employee Initiated Cancellations
1. Employee requested cancellations of any portion of an approved scheduled vacation segment must be submitted in writing no later
than fourteen (14) calendar days in advance of his/her scheduled vacation. The request is subject to approval by the Employer.

2. The Employer will post the newly available vacation segment for seven (7) calendar days to allow employees to express written interest in the segment. If two (2) or more employees express an interest in the vacation segment, it will be awarded to the most senior employee.

11.7 Vacation Scheduling for All Employees
A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments.
B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.
C. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.
D. Employees will not request or be authorized to take scheduled vacation leave if they would not have sufficient vacation leave credits to cover the absence at the time the leave would commence.
E. When two (2) or more employees request the same vacation days off at the same time, if the Employer approves leave, it will be based on seniority. The Employer will consider the required skills and abilities needed to meet business needs. Previously approved leave will not be cancelled in order to grant leave to a senior employee.

11.8 Family Care
Employees may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130.

11.9 Military Family Leave
Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.13.

11.10 Domestic Violence Leave
Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

11.11 Vacation Cancellation – Employer Initiated
Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In addition, in those cases where an
employee will not have sufficient vacation leave to cover the absence at the time it is scheduled to commence, the Employer may cancel the approved vacation or authorize leave without pay.

11.12 Vacation Leave Maximum
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 Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum (240 hours), the Employer may grant an extension for each month that the Employer defers 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 or 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.

11.13 Separation
Any employee who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 21
UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms
The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. When uniforms are required, the Employer will not reduce the uniform allowance or level of maintenance provided, during the term of this Agreement. The same will apply to required footwear. The Employer may require an employee to return all provided uniforms and/or footwear upon separation from employment. In those cases where an employee fails to return the provided uniforms and/or footwear, the Employer may deduct the depreciated value of the items from the employee’s final pay.

21.2 Tools and Equipment
The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools
assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee’s final pay.

21.3 Taxability
The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.

21.4 Department of Corrections Firearms Training and Ammunition
Community Corrections Officers and Specialists who are authorized to carry and use a firearm in the performance of their official duties are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with 100 rounds of ammunition at these practices.

ARTICLE 24
MEALS

Department of Social and Health Services – Institutions Bargaining Unit; School for the Blind; School for the Deaf; Department of Transportation; Utilities and Transportation Commission; Department of Veterans Affairs – Homes only; Department of Corrections – Ahtanum View Correctional Complex (AVCC), Pine Lodge Corrections Center for Women (PLCCW) and Tri-Cities Work Release (TCWR); Military Department and the Washington State Patrol

24.1 Except as provided in 24.2, meals will be provided in accordance with agency or institution practices.

24.2 Employees purchasing meals in an Employer operated dining hall who are required to return to duty without benefit of finishing the meal will be reimbursed the purchase price of the meal or provided a replacement meal, if available.

24.3 Department of Corrections
Any AVCC, PLCCW or TCWR employee working involuntary overtime in excess of two (2) hours will be provided meals during the overtime shift.
ARTICLE 36
EMPLOYEE RIGHTS

36.1 Employee Liability
In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the State, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 070. Within the Department of Corrections, employees are entitled to protection from liability as provided in RCW 72.09.320.

36.2 Personal Property Reimbursement
Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with RCW 4.92.100 and applicable agency policies. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

36.3 Duty Station
Each bargaining unit employee will be assigned an official duty station in accordance with OFM travel regulations. If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of an official duty station results in a commute in excess of thirty-five (35) miles in addition to the current commute, the employee may exercise his or her rights under Article 34, Layoff and Recall.

36.4 Use of Volunteers and Student Workers
The Employer will use volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers, student workers and other non-civil service personnel will not supervise bargaining unit employees.

36.5 Right to Representation
Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

36.6 Attendance at Meetings
A. An employee will be granted time during their normal working hours to attend the following meetings scheduled by management:
1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline, and

2. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings scheduled in accordance with Article 29, Grievance Procedure. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed and is relevant to the arbitration case.

B. An employee will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during his or her normal work hours. Time spent traveling during the employee’s non-work hours in order to attend the meetings will not be considered work time. An employee may be authorized by their supervisor to adjust his or her work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing, and/or union management communication committee meeting.

C. An employee must obtain prior approval from his or her supervisor in order to be released from duty in accordance with this Article to attend a meeting, hearing or mediation session. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any agency business requiring the employee’s immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a state vehicle to travel to and from a work site in order to attend a meeting unless authorized by the agency.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES

1. Scope
During the Supplemental Negotiations between the parties, the Union has brought up the issues of the working job title of Community Corrections Officers, and has raised issues created by the current classification title when these employees are working with other law enforcement personnel and with the public. The Union has also raised issues of real and perceived authority and how the Union believes these issues relate to, or even interfere with the effective supervision of offenders who are released into the community but still under the authority of the Department of Corrections. The Union believes these are serious issues. The State acknowledges that these issues are important and require further discussion. Accordingly, the parties have agreed to form a Work Group or Committee which has, as its objective, the evaluation of these problems or issues. The parties agree that the Secretary of the Department (DOC) will participate directly and personally in these discussions. The Work Group or Committee will consist of up to five employee representatives selected by the Union and up to five representatives by the Secretary of the Department including himself.

The Committee will be conducted in accordance with Article 37, Union Management Communication Committees, of the parties’ collective bargaining agreement. The Committee will consider identified fiscal or statutory restrictions and will make recommendations regarding these issues that will allow employees charged with Offender Supervision to most effectively carry out their responsibilities in a safe manner and consistently with the safety and welfare of the public.

2. Timetable
The Committee will meet no later than April 15 or at the first mutually agreeable date. Prior to the first meeting, each party will provide to the other the topics for discussion. The Committee will finalize its recommendations no later than eight (8) months after the first meeting, unless the parties mutually agree additional time is needed.

Dated February 2, 2010.

/s/ Diane Leigh, LRO Director
For the Employer

/s/ Cecil Tibbets, Director of Negotiations
For the Union
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

1. Scope
The parties recognize that safety for community corrections staff at the Department of Corrections was an important issue for both the State and the Union during supplemental negotiations, which resulted in this Memorandum of Understanding. Accordingly, the parties have agreed to form a committee, which has as its objective the evaluation of safety issues for community corrections staff to include, but not limited to, the use of Tasers for Community Corrections Officers and bullet proof glass and metal detectors in field offices. The committee will be comprised of up to five (5) employee representatives selected by the Union and up to five (5) representatives appointed by the Secretary of the Department. Subject matter experts may be invited to attend committee meetings.

The committee will be conducted in accordance with Article 37, Union Management Communication Committees, of the parties’ collective bargaining agreement. The committee will consider fiscal and statutory restrictions and will evaluate and make recommendations to the Secretary of the Department regarding safety issues for community corrections staff.

2. Timetable
The committee will meet no later than April 1 or at the first mutually agreeable date. Prior to the first meeting, each party will provide to the other the topics for discussion. The committee will provide to the Secretary of the Department its recommendations no later than six (6) months after the first meeting, unless the parties mutually agree additional time is needed.

Dated February 2, 2010.

/s/ Diane Leigh, LRO Director
For the Employer

/s/ Cecil Tibbets, Director of Negotiations
For the Union
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT SUPPLEMENTING THE PARTIES 2009-2011 COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of April, 2010.

For the Washington Federation of State Employees:

/s/ Greg Devereux  
WFSE Executive Director

/s/ Carol A. Dotlich  
Council 28 President

/s/ Cecil Tibbets  
Director of Negotiations

/s/ Patrick Austin

/s/ William Copeland

/s/ Don Feist

/s/ Stacie Garcia

/s/ Lee Novak

/s/ Iris Peterson

/s/ Alice Rogers

For the State of Washington:

/s/ Diane K. Leigh, Chief Negotiator  
OFM Labor Relations Office

/s/ Shane Esquibel, Negotiator  
OFM Labor Relations Office