IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN

TEAMSTERS LOCAL UNION 117, UNION, and WASHINGTON STATE DEPARTMENT OF CORRECTIONS, EMPLOYER.	)))))))))))	INTEREST ARBITRATOR'S OPINION & AWARD 2019-2021 COLLECTIVE BARGAINING AGREEMENT PERC NO. 130835-I-18

BEFORE: JOSEPH W. DUFFY
ARBITRATOR

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HEARING HELD: AUGUST 22-24, 2018 – TACOMA, WA
AUGUST 27-31 - TUKWILA, WA

WITNESSES FOR THE EMPLOYER: Scott Russell, Julie Moultine, Tana Southerland, Sandra Leigh, Steve Sinclair, Karie Rainier, MD, Elliott Susseles, Jason Bennett, Daniel Bayer, Tranquila Cooley, Karen Durant, Melinda Aslakson, Jim Crawford, Marty Graf and Tanya Aho.

WTINESSES FOR THE UNION: Michelle Woodrow, Chuck Friesz, Kimberly Cook, Suzanne Best, PhD, Rebecca Haneynixon, Scott Rigsbee, Scott Light, Tammy Williams, James Deuel, Scott Williams, Crystal Jennings, Adam Kava, Spencer Nathan Thal, James Kimball, PhD and Carla Pusateri.

OPINION

Introduction

As in 2014 and 2016, the Union and the DOC/OFM entered into a Memorandum of Understanding ("MOU") providing for interest arbitration if the Parties' negotiations failed to produce a complete 2019-2021 collective bargaining agreement ("Agreement"). The Parties reached an impasse in their negotiations and so this interest arbitration followed.

The hearing took place at the offices of the Attorney General in Tacoma, WA on August 22-24, 2018, and continued at the offices of Teamsters Local 117 in Tukwila, WA on August 27-31, 2018. The hearing proceeded in an orderly manner. The attorneys did an excellent job of presenting the respective cases. Both Parties had a full opportunity to call witnesses, to submit documents into evidence and to make arguments. Witnesses were sworn under oath and subject to cross-examination by the opposing Party. Court reporters transcribed the hearing and made copies of the transcript available to me and to the Parties.

The MOU expressly adopts "the October 1st deadline and financial feasibility provisions of RCW 41.80.010(3)," and the Parties closed their cases orally in consideration of that deadline.

The Parties have had two prior interest arbitrations under MOUs and Arbitrator Lankford handled both of those (2014, 2016). In his 2014 Award, he included a lengthy section captioned "The Department and the Bargaining Unit". (J1, pp. 1-6) The Parties in the present case agreed that the description from the 2014 Award was accurate, with a correction to the custody levels mistakenly labeled. (J2, pp. 2-3) I adopt Arbitrator Lankford's discussion by reference as part of this Award, and I will not reproduce it here except for the discussion of some particularly important features of the Department and of corrections work.

First, Arbitrator Lankford described the social function of modern corrections in part, as follows (J1, p. 2):

> [T]hroughout the last decade the commitment of professional corrections work has expanded to include meaningful education, meaningful opportunities for offenders to change their basic behaviors and the increasing use of evidence-based offender management practices. About 95% to 97% of the inmate population will eventually go back out into their communities, and DOC's large function is to give them more tools to make them a little bit better when they leave and a little less likely to return. Corrections is not just a warehouse anymore.
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> The thinness of the staffing levels in pursuit of those goals is staggering. On the day shift at medium custody levels, just three COs maintain the custody and security of 256 inmates. For all shifts, the 24/7 staff requirement at medium security is about 30 FTE COs.

Arbitrator Lankford described the challenges of daily life involved in corrections work:

> Modern corrections work is expected to accomplish far more than the warehousing that was its total function as recently as the 1980s. There is no dispute that working with inmates is a high stress activity. Stress levels vary somewhat over the course of the day, but the term "relaxed" is never really appropriate for staff inside the fence. Working in a correctional institution requires special powers of observation and a balance between constant attention to security and good interpersonal skills. Some offenders threaten Corrections Officers and their family members (who are now commonly locatable through internet search). One CO witness recounted having a prisoner tell him his daughters' names, the CO's residence address, and the prisoner's release date. Some offenders are endlessly creative in turning everyday items into deadly weapons. Some offenders spit on Corrections Officers or throw feces or urine on them. 80% of the DOC employees in one study had been exposed to inmates' bodily fluids. Some offenders carry infectious diseases—including Hepatitis B and C, Tuberculosis, and HIV/Aids—and intentionally set out to infect Corrections Officers. Some offenders try to coat Corrections Officers' faces with a concoction of feces, urine and ground glass, the glass being intended to infect the officer when he or she tries to wipe off the feces or urine. Corrections work is not for everyone. (J1, p. 4)

And, there has been no change in the social cost of that work (J1, pp. 5-6).

> COs and Nurses, and to some extent DOC employees in general, are paid to be the public's interface with a world of traumatic events (in the technical psychiatric senses) of "experiencing, witnessing or learning of actual or threatened death, serious injury, or sexual violence or experiencing repeated or extreme exposure to aversive details of the traumatic events" (DSM-V). It seems to me that those characteristics fairly well describe how the prison population got there: Such repeated exposure is inherent in front-line DOC work. Inmate populations exhibit gang affiliations, and gangs sometimes have "kill orders" out

> on one another. It is DOC's function to keep inmates from doing harm to one another, but the effort required is constant.
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> It is DOC's function to keep inmates from doing harm to staff or to the facility, but the effort required is constant and the continuing threat is the greatest source of stress. Finally, there is no dispute in this record that this is isolating work: "How was your day?" is not an easy question for a Correctional Officer to deal with, or, to a somewhat lesser extent, for a DOC employee in general. DOC employees are exposed to, as one witness put it, "things a human being is not supposed to do." The resulting communications problems help to drive up the social costs that DOC employees pay to keep offenders away from the rest of the population while trying to foster some possibility of rehabilitation. DOC makes staff counselors available to help employees deal with job stress; and DOC also provides an independent Employee Assistance Program (EAP).[1]

At the present hearing, the description of the risks and social cost to the staff provided by Arbitrator Lankford came to life through the testimony of a number of DOC staff and through the excellent video that the Union provided in which employees discussed the challenges associated with their work. (U1)

In addition, Dr. Suzanne Best testified in some depth about the research findings related to the physical and psychological consequences of prison employment generally and in the DOC. (U12, U13)

The Union represents about 5,736 employees who work in prisons throughout the State. The State operates twelve prisons that have a population, as of March 31, 2018, of 17,255 inmates.[2] Approximately 71% of the prison population received sentences for committing violent offenses. The total operational capacity of the prisons is 16,700 prisoners, so the prison confinement percent of operational capacity is 103.1%. (DOC Fact Card, U2) Testimony at the hearing showed that inmates are not sleeping on the floor at the prisons, with the exception of the reception centers where overcrowding can be a problem. The challenge that reception centers face is that the DOC has no control over the number and frequency of newly sentenced prisoners sent from the courts to DOC custody.

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[1] Ms. Woodrow testified, however, that staff have had difficulty connecting with the psychologists in that phone calls don't get returned. She also testified that employees often mistrust counseling services that are not independent from DOC because of concerns that information provided could be used against them. She also questioned the Employer's assertion that wellness rooms are available to the staff at the institutions.

[2] In addition, the DOC also maintains work release facilities and houses offenders in rented beds both in and out of state.

Proposals

After the Parties reached an impasse in mediation with a mediator from the Public Employment Relations Commission ("PERC"), the PERC Executive Director certified the following issues:

> The employer has submitted the following issues for certification:
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> Article 32 – Compensation
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> Appendix J – Assignment Pay
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> Appendix K – Specific Class increases
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> The union has submitted the following issues for certification:
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> Article 16, section 5 – Hours of Work
>
> Article 37 – Licensure and Certification
>
> Article 32 – Compensation
>
> Appendix J – Assignment Pay (J9)

The Parties' proposals are described in greater detail in the Protected Position documents that they submitted into the record. (J10, J11) Those proposals are discussed below.

The MOU sets forth the factors that I am to take into consideration in making my determination of the interest arbitration award. The factors focus primarily on comparability, ability to pay and recruitment and retention.

The General Wage Increase

The Parties made clear in this proceeding that wages represent the primary issue for resolution. Therefore, I have applied the factors I am to consider in making a decision to the general wage increase first. I will then address the other proposals and some of the discussion and analysis from the wage discussion will carry over into the analysis applied to the other proposals.

The Parties reached agreement on the jurisdictions they would use for the purpose of comparing wages and benefits. The agreed comparables are: Arizona, Colorado, Nevada, Oregon and Utah. In addition, the Parties agreed on surveying nineteen bench mark jobs that represent 80% of the bargaining unit.

Based on the Protected Positions in the record, the Parties are miles apart on wages. The DOC proposes a 2% general wage increase in the first year and 2% in the second year.

The Union proposes an across the board cost of living adjustment of 4% in the first year and 4% in the second year. (At the hearing, the Union reduced the proposal to 3.6% per year.) In addition, the Union proposes that in each of the two years:

> Eliminate 50% of the weighted average of the wage deficiency between all bargaining units' benchmark positions and the comparable positions in surveyed jurisdictions by adjusting class ranges upwards.

This "catch up" provision that the Union proposes would be an increase of 8.5% for each of the two years in addition to the cost of living adjustment, or 12.5% per year.

The State's 2%/2% general wage proposal is estimated to cost for the biennium $26,134,457 and the Union's cost of living adjustment and "catch up" provision (with the cost of living adjustment at 4.0% rather than 3.6%) is estimated to cost for the biennium $166,083,106 for a difference of $139,948,649. (E39A, E40A) The total cost of the Parties economic proposals for the biennium is $29,762,860 for the State's proposals and $191,858,571 for the Union's proposals for a difference of $162,095,710. (E41A)

<u>i. The financial ability of the Department of Corrections to pay for the compensation and benefit provisions of the collective bargaining agreement.</u>

In past years, the uncertainties created by the *McCleary v. State* case have had a significant influence on bargaining and on interest arbitration awards. For now, that issue has been resolved by actions taken by the Legislature and by the 2018 Supreme Court ruling that lifted the contempt order and the sanctions. (*McCleary v. State of Washington,* S.C. No. 84362-7; June 7, 2018) Pressure on the State to fund education will continue, however, and future litigation on the issue is not out of the question.

Both Parties agree that the State's economy continues to grow and is forecast to outperform U. S. economic growth over the next two biennia. The Washington Economic and Revenue Forecast Council, which is an independent agency outside the executive or legislative branches, provided a revised revenue forecast, issued on June 19, 2018, which included the following:

> The Near General Fund-State (Near GF-S) revenue forecast for the 2017-19 biennium has increased by $298 million, and revenue for the 2019-21 biennium has increased by $287 million. The Near GF-S includes the General Fund-State,

> Education Legacy Trust Account and Washington Opportunity Pathways Account and provides the fullest picture of resources available for budget purposes. (E3)

The Union points to the fact that employment in Washington is increasing faster than elsewhere in the U.S., unemployment has decreased, consumer confidence has been increasing, personal income growth in Washington has outpaced the U.S. and the State has a solid bond rating. The Union believes that the robust Washington economy establishes that the State has the ability to pay for a significant increase to this bargaining unit. (U19)

The State, however, contends that focusing on economic growth does not provide the whole picture. Because of Washington's tax and revenue system, State revenues do not keep pace with economic growth. In addition, revenue growth has to be examined along with overall demands for increased spending. In the memo in which he issued instructions to agency directors for the 2019-21 operating and capital budget, OFM Director David Schumacher included the following:

> The state's economy continues to grow, and is forecasted to continue to outperform U.S. economic growth over the next two biennia. Strong employment and modest wage growth, continued expansion of housing markets, and manufacturing activity are indicators of the strength of Washington's economy.
>
> State revenue collections rebounded from the Great Recession at a slow but steady pace over the past eight years. If the economy performs as forecasted, the recovery will be the longest period of sustained growth since at least the 1940s. This steady economic performance, combined with revenue increases, allowed the state to maintain important services to Washingtonians while also providing billions more dollars to state K-12 funding as required by the *McCleary v. State of Washington* decision. Despite the strong economy, agencies are reminded that balancing the 2017-2019 biennial budget required both major tax increases and use of one-time reserves.
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> For the 2019-21 biennium, forecasted revenue growth is not likely to meet current demands on the state's resources, including mandatory caseload and cost growth, maintenance of the K-12 and health care systems, and spending increases for critical mental health programs, employee compensation and other services. Washington continues to face a structural budget gap because the state's tax and revenue system does not keep pace with the increasing demands for services of a growing population. (E2)

The Director's memo also includes a discussion of the following potential risks on the horizon for the state and for the U.S.:

> It is essential that agencies consider the state's long-term outlook in developing their 2019-21 budget requests. Washington's economy is cyclical, and the current growth cycle will eventually slow. Risks to state revenue growth include potential disruption of international trade, uncertain fiscal policy at the federal level, stock market volatility leading to slower household spending, and geopolitical risks including those associated with North Korea, Russia and the Middle East. Last winter, members of the Governor's Council of Economic Advisors were asked the probability of a recession by 2023. The average probability of those who responded was 88 percent. (E2)

Consistent with his role, the Director's memo is intended to moderate agency budget expectations and to remind the agency directors of the broader economic context. The concerns about the ability of the retail sales tax-dependent tax and revenue system to keep pace with the increasing demands for services of a growing population, the cyclical nature of the economy and the external risks over which the state has no control certainly are valid. Nevertheless, employees who have been told they must sacrifice wage increases during difficult economic times reasonably believe that they should benefit when the economy improves. The State contends the bargaining unit has achieved significant wage gains over the past four years with general wage increases of 5.5% in 2015, 4.3% in 2016, 4.5% in 2017 and 6% in 2018, or 22% compounded in the four years. Despite these gains, however, even the State's survey data shows, for example, that CO2s and CO3s, who are about 60% of the bargaining unit and the main front-line employees involved in controlling, directing and monitoring the activities and movement of adult offenders in prison, remain behind the comparators for FY19. (E35, p. 121, 162)

The State emphasized another restraint on the State operating budget, which is illustrated by a chart in the record. The chart shows that 74% of the general fund budget is protected, meaning that State constitutional and federal funding requirements compel the State to make payments for K-12 basic education, debt service and pensions, mandatory Medicaid and nursing homes, developmental disabilities and courts. (E4, p. 6) Therefore, about three quarters of the budget is off the table for discretionary spending decisions by the Governor and the Legislature. Of the remaining 26% of the general fund budget, 4% goes to the DOC.

Even with all the limitations and uncertainties that the State has identified, the steady economic growth that the State has experienced strongly suggests that, in the coming biennium, the State is in a position to afford fair and reasonable raises for this bargaining unit that aim

toward closing the gap between current compensation and the compensation in the comparable jurisdictions.

ii. The constitutional and statutory authority of the employer.

This factor is not in dispute in this case.

iii. Stipulations of the parties.

At the hearing, the Parties entered into the following stipulations:

1. The preliminary requirements of the Parties' Memorandum of Understanding have been met. (J8)

2. The issues certified by PERC are properly before the arbitrator. (J9)

3. Regarding the following Union proposals for modification of Appendix J Assignment Pay:

a. The Union withdraws the proposal related to Reference #IA1.

b. The Parties agree that Honor Guard will be added to the list of designated specialty teams contained in Reference #IA2.

c. The Union withdraws the proposal to add the Out of State Transport Team to the list of designated specialty teams contained in Reference #IA2.

d. The Parties agree to add Corrections and Custody Officer 4 to Group A, Reference #42. (J11; J7, p. A-66)

4. The Parties agree to the following specific range adjustments effective July 1, 2019 (J10, J11):

Classification Code	Classification	Current Range	New Range
117I	Warehouse Operator1	29G	31G
117J	Warehouse Operator 2	32G	34G
117K	Warehouse Operator 3	36G	38G
117L	Warehouse Operator 4	40G	42G
653P	Ferry Operator Assistant	37E	39E
652P	Ferry Operator	45E	47E
384D	Corrections & Custody Officer 4	51	56
354O	Corrections Mental	49	52

	Health Counselor 2		
354P	Corrections Mental Health Counselor 3	51	54
354K	Sex Offender Treatment Specialist	55	57
354L	Sex Offender Treatment Supervisor	59	61
TBD	Health Records Technician 1		44
TBD	Health Records Technician 2		49
TBD	Corrections Specialist Assistant		39
TBD	Corrections Specialist 4		61
TBD	Physician Assistant Certified – Lead		76N
291F	Advanced Registered Nurse Practitioner - Lead	74N	78N
TBD	Data Consultant 3		52
143L	Fiscal Analyst 4	52	54

5. The Parties agreed that they will update me on the WFSE negotiations by September 15, 2018. Although not expressly stated by the Parties, providing the update carries with it the expectation that I will consider the information in my decision.

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

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

The most efficient approach to this part of the analysis to is to discuss these two factors together.

The Parties agreed on the five comparator states and the nineteen benchmark jobs. Both surveys adjusted for longevity pay. They both also applied the Regional Price Parity Index to

adjust for cost of living differences with the comparators. (Washington has the highest cost of living relative to the comparator states.) Otherwise, they agreed on little else. Both the method of analysis and the results differed between the two approaches to the same base data.

Both Parties submitted surveys to compare the total compensation received by DOC employees in benchmark jobs to the total compensation received by employees in comparable jobs in the five comparator states. The Parties had disagreements about some of the matches between Washington benchmark jobs and the corresponding jobs in the comparator states. (E50, U21, U42)

Mr. Susseles testified that Segal Waters provided summaries of the nineteen benchmark jobs and asked the respondents at the comparator states to compare the job descriptions to job descriptions in their jurisdiction. Segal Waters then obtained the job descriptions of the jobs identified by the comparator states and made an assessment of the validity of the matches. In some cases, Segal Waters followed up and contacted the representatives from the other jurisdictions if Segal Waters questioned a match.

Dr. Kimball testified that the Union's survey involved comparing the full Washington job description with jobs in the comparator states. He testified that his staff either contacted the comparator states directly or obtained information from the states' websites. They looked at reporting relationships to determine the level of responsibility involved in the job. Dr. Kimball followed a similar process to obtain information about job matches from select Washington counties.

Both Parties made reasonable efforts to match the jobs and came up with some areas of disagreement. I did not find compelling reasons to credit one set of matches over the other.

Segal Waters conducted the State's survey as they have done for the past two interest arbitrations. Carla Pusateri conducted the Union's survey for the Public Safety Labor Group and she also conducted the 2014 and 2016 surveys for the Union. Her surveys are referred to in the two prior interest arbitration awards as the Tedesco Group surveys.

In his testimony, Mr. Susseles summarized the method Segal Waters used to determine total employer costs net employee contributions:

> Sure. So first we need to understand what total employer cost is and what we're doing here. So we're taking total employer cost for direct compensation, health and pension benefits and we're subtracting from it any employee contributions that come out of folks' paychecks toward those benefits.

> So with that general construct, we used annual costs and we did the following: we took the base pay plus longevity premium, adjusted for regional price parity differences, at the middle of the pay range, what we call pay range midpoint. So that includes entry and if there was a longevity premium in the case of Utah and the State of Washington that was the maximum and then it in effect calculated a midpoint which is the average of those two numbers. We then added health plan employer and employee costs for medical, vision and dental benefits and we did the same thing for the retirement side of for any defined benefit, defined contribution, deferred comp, and Social Security and Medicare.
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> So we looked at, again, all the pieces of the pie in terms of what the employer is paying and then we're taking into consideration that in certain cases, employees have to contribute different amounts to different benefits and so we are giving credit in the comparison of competitiveness for those contributions as well. (Transcript Day 4[3])

In her testimony, Ms. Pusateri described the method that she followed in arriving at the total compensation comparison of the bargaining unit to the total compensation of the comparator states. The data is compiled for the entry level[4], the ten year mark and the twenty-five year mark. Union Exhibit 28 captures her summary of the comparisons, as of January 1, 2018. During the course of the hearing, Ms. Pusateri updated the material to June 30, 2019, in order to compare directly with the Segal Waters survey that Segal Waters based on FY 2019. (U49, E35)

The Union's survey identifies classifications that are behind the compensation at the comparables and the percentages listed refer to the percentage needed to catch up, not the percentage that the classification is behind. An example used to illustrate the difference is as follows: If employee A makes $1,000 and employee B makes $500, employee B is 50% behind, because $500 is 50% of $1,000. In order to catch up to employee A, however, employee B needs a 100% increase of $500 over the $500 employee B currently makes to get to $1,000.

The Union's survey compares monthly and hourly compensation in order to account for differences in the workweek. Mr. Susseles testified, however, that his research and an email in the record show that all the comparators have a forty hour work week and so the adjustment Ms.

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[3] The reporter's transcript that I used was a draft and so I don't have line and page citations to include and the possibility exists that the transcript is not entirely accurate or complete. I have only quoted from the transcript for information that corresponds with my recollection of the testimony and my contemporaneous notes.

[4] For promotable positions such as CO3s (Sgts.), for example, entry level means the bottom step of the range, not necessarily that the CO3 is a new employee.

Pusateri made to reflect a different work week for the State of Utah is not accurate. (E49) Ms. Pusateri also had an email exchange with the State of Utah, which she believes supports her position on the workweek. Ms. Pusateri testified, however, that the way to avoid any potential inaccuracy is to focus on the monthly total compensation figures and ignore the hourly figures. The monthly total compensation figures have not been adjusted, unlike the hourly figures which have the adjustment for the Utah work week. Her suggestion to focus on the monthly figures solves the workweek adjustment problem.

In the Union's survey, longevity premiums that are built into the wage scale, for example as an additional step, are included in wages rather than separately identified. Segal Waters also adjusted for longevity pay.

Oregon, alone among the comparators, picked up a 6% employee contribution for pension. In the material updated through June 30, 2019, Ms. Pusateri noted that the 6% contribution in Oregon has now gone away and the employees received an approximate 6% wage increase to offset the loss of the contribution. Utah provides a deferred compensation match of $26 per pay period for 26 pay periods, and this amount is included in the comparisons in the Union's survey. Oregon provides a benefit for law enforcement certifications. In order to address concerns raised in the past interest arbitration, the data used in the Union's survey reflects application of a demographic rather than assuming all employees would receive the highest amount. Ms. Pusateri obtained the demographic information from Oregon DOC HR.

Ms. Pusateri described the approach she took to comparing health insurance premiums. All the jurisdictions have tiered rates for insurance premiums, meaning employee only, employee plus one and full family, for example. She based the comparison on full family for the PPO plan only. Insurance plans often have different effective dates, but she based her comparisons on the most current data. In her analysis, Ms. Pusateri deducted employee contributions from total wages and Segal Waters also deducted the employee contributions from total compensation. Ms. Pusateri and Segal Waters both also did separate calculations to compare additional benefits, such as dental and vision, to the same benefits at the comparators.

Ms. Pusateri testified that in her experience full family is the coverage chosen most broadly. Segal Waters included information on the demographics for Washington and those figures show that employee only is the coverage selected by 45% of those on PPO and by 43% for those on HMO. Full family coverage is selected by 23% for PPO and by 26% for HMO. Mr.

Susseles testified, however, that the Washington demographics that Segal Waters used are the demographics for all State employees, not for the DOC individually nor for the bargaining unit. Apparently, the demographics for the bargaining unit could not easily be separated by the State from the information for the entire workforce.

Ms. Pusateri discussed the inclusion of the employer's health insurance contribution as a benefit to the employee. Measuring the value of the benefit is problematic, since plan coverage is so variable. Such plan elements as deductibles, co-pays, prescriptions benefits and the choice of plans available in a geographic location are some of the things that make comparison of benefits difficult. Nevertheless, Ms. Pusateri included the employer insurance premium contribution in her analysis to address a concern raised in the prior interest arbitration.

In her testimony, Ms. Pusateri compared her method of putting together health insurance data to the method used by Segal Waters. As noted above, Segal Waters took the health care benefit selection demographics for all State employees, rather than the demographics for this bargaining unit. Segal Waters than applied the Washington demographics to the comparator plans to generate the comparison of cost. (E35, p. 113) Ms. Pusateri testified that taking the demographic distribution for the State of Washington employees as a whole, that is how many chose single coverage, how many chose full family and so forth, and then applying that demographic to all the comparator jurisdictions results in a fictitious number. The most accurate method would be to obtain the demographic data from each of the other jurisdictions in order to get a true comparison of plan cost and benefits in those jurisdictions. Segal Waters argues that the approach taken, which was to apply Washington demographics to the plans of the other states, was intended to show the employer cost and the employee contribution that would apply if Washington employees were covered by those other plans and exercised the same preferences for coverage that they have in Washington.

Ms. Pusateri also questioned the Segal Waters decision to focus on the PPO and HMO plans, including dental and vision benefits, but not to consider the other types of plans offered in the other jurisdictions. Four of the five comparator states have high deductible plans which usually have an HSA feature. Ms. Pusateri testified that the high deductible plans almost always involve a contribution by the employer to the HSA account. The HSA contribution can range from $1,500 to $5,000. In Ms. Pusateri's judgment, the composite rate that Segal Waters arrived at is not an accurate rate because the high deductible plans were not included in the calculation.

In summary, because of the complexities involved in the range of different health benefit plans, perfect comparisons are extremely difficult to make. Both Parties made assumptions and then applied those assumptions to generate comparisons. I did not find either approach significantly more persuasive than the other, although I note again that the MOU standard is overall compensation received and not employer cost.

Ms. Pusateri calculated the value of vacation, holidays and personal time off by taking a total monthly accumulation of leave in hours and multiplying that amount by the hourly rate. This approach differs from Segal Waters' approach in that Segal Waters did not consider the value of leave as part of total compensation. The Employer contested Ms. Pusateri's approach because an employee does not receive extra compensation for leave time; the employee receives the time off, but no additional pay. Therefore, in the State's view, adding the value of leave to the base rate distorts the total compensation amount. In my judgment, the Union more correctly deals with the leave issue. At the hearing, the Union made what seems like an obvious point that an employee who receives four weeks of leave has greater and more valuable benefits than an employee who receives one week of leave. Arbitrator Lankford came to a similar conclusion as mine. (J2, p. 10, f.n. 13)

Ms. Pusateri testified that Washington is ahead of the average with more generous vacation and time off. Segal Waters expressed the vacation advantage as an average of 253 more vacation hours over a twenty-five year career than the average of the comparators. (E35, p. 88) Ms. Pusateri noted, however, that to the extent that wages are lower in Washington, the advantage of the leave is offset by the lower wages.

The Union survey does not include team and assignment pay in total compensation. The reason for the exclusion is that not all employees participate in these assignments, the work often requires particular qualifications or certification and the assignment is at the employer's discretion. One example is bilingual assignment pay. All bilingual employees do not receive the pay. Only those with the assignment receive it. These payments also were not included in the Segal Waters survey. (E35, p. 27)

The Union survey also excludes from total compensation the shift premium of one dollar and the premium of two salary ranges for facility assignments that is paid to Local 117 employees. Segal Waters also did not include those items in the survey. (E35, p. 27)

Ms. Pusateri discussed the complexities involved in comparing retirement benefits. Many employers, for example, are shifting from defined benefit to defined contribution plans. Different plans also have different rules about whether pension calculations apply only to base wages or include other income such as overtime pay. Contribution rates may vary based on the employee's length of service. For example, new employees may receive a lower contribution rate than longer term employees. Contributions for public safety employees also often are higher than the contributions for general employees. The level of employer contributions also is often determined by actuarial calculations. In addition, the benefit that an employee would receive at the time of retirement would be difficult to relate to the contributions made by the employer and the employee in a particular working year. All of these factors make it difficult to address the mandate of the MOU to compare pension benefits presently received.

Ms. Pusateri testified that she did not include the employer's contribution to pensions in total compensation because she looked at compensation received by employees rather than the cost to the employer.

Segal Waters included the Employer's retirement plan contributions in the calculations, as well as the contributions for Social Security and Medicare. Segal Waters noted that three comparator states have a separate defined benefit plan that applies to corrections officers. Therefore, Segal Waters applied those plans in the comparisons with those states made with CO2 and CO3. The inclusion of retirement contributions, Social Security and Medicare raises the continuing question that existed in prior interest arbitrations concerning compliance with the MOU reference to "overall compensation presently received." As Arbitrator Lankford noted in 2016, the MOU "unambiguously calls for an employee benefits survey, not an employer cost survey." (J2, p. 10, f.n.13) Mr. Susseles testified that considering employer cost is standard industry practice for surveys of this type, but the fact remains that the MOU did not adopt that approach.

The Union survey includes information about sick leave benefits, but does not include the value of sick leave in total compensation. The reasons for this exclusion are the fact that sick leave is not a benefit until the employee uses it or cashes it out annually or on termination, to the extent that a cash out is available. Segal Waters looked at sick leave to determine that the Washington policy on accrual rate and carry over is competitive with the comparators, but the cash out policy is more generous.

Once the data had been compiled and the comparisons made, both surveys adjusted the total compensation numbers for cost of living. Both the State and the Union used the Regional Price Parity Index to make the cost of living adjustment.

Following Ms. Pusateri's testimony, Mr. Susseles testified to some issues he identified in the Union's benefit calculations, but the questions raised either were resolved through further testimony from Ms. Pusateri or were not significant enough to have an effect on the total compensation numbers the Union provided.

Ms. Pusateri also surveyed data from counties in Washington State. The State objected to any consideration of county data because of the specific language of the MOU, which describes the appropriate comparisons as "personnel of like state government employers of similar size in the western United States." In 2014, Arbitrator Lankford wrote the following:

> DOC also argues that Factor iv was the parties' exclusive agreement about determining comparability, that the deal was to compare exclusively with western states of similar size. But nothing on the face of the language supports the conclusion that western states of similar size were understood to be the *only* basis of comparison. The more common practice in interest arbitration is to compare cities to cities, counties to counties, and states to states, but that practice may rest more on practical problems of comparing across jurisdictional types than on any abstract principle. RCW 41.06.157's broader sweep actually captures the more common, labor market approach to establishing rates of pay. (J1, p. 17; footnotes omitted)

In 2014, Arbitrator Lankford also reasoned that Factor viii of the MOU provides for the arbitrator to take into account the following:

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

The local labor market is one of the factors ordinarily taken into account in interest arbitration.

In 2016, Arbitrator Lankford again considered county data. Among the reasons he found for doing so included a statement from the DOC's official report to the 2015 Legislature regarding overtime costs. The report referenced the fact that DOC is "unable to compete against local government and the private sector in the face of an improving economy." (J2, p. 15)

I have to agree that the local labor market is a relevant consideration and including county data fits within Factor viii of the MOU.

Ms. Pusateri's survey of the counties is a snapshot as of January 1, 2018. She indicated that she did not have time to update the material to 2019, as she did not anticipate that 2019 data would be used in this hearing. Therefore, the survey does not take into account the 3% raise for the bargaining unit on July 1, 2018 and the final 3% raise on January 1, 2019. She testified that she collected survey information from the counties through phone conversations, email and FOIA requests. No adjustment for work week was necessary since she found that the counties are on a 40 hour schedule. The Union provided Ms. Pusateri with the list of counties to survey, which was drawn from the prior interest arbitration awards. The counties are: Clallam, Franklin, Grays Harbor, Mason, Pierce, Snohomish, Spokane, Thurston and Walla Walla. (U30)

In calculating total compensation at the counties, Ms. Pusateri obtained demographic information on incentives paid to employees and then applied that to the incentives provided, since incentives are not available to all employees.

Ms. Pusateri produced an exhibit that shows the percent the Washington rates are off average with the County comparators. (U30)

Table 1 - County (Mid-Range)	
%Below/Above Comparator Counties	
Class	**%**
CO2	-22.60%
CO3	-30.80%
RN2	9.50%
OA3	-10.70%
FA1	-18.10%
PsychAssoc	-19.40%

The Union provided evidence that 81.0% of the bargaining unit resides in the counties surveyed and 96.1% of the bargaining unit works in the counties surveyed. (U24)

The Employer provided testimony and an exhibit to show that counties, in fact, do not hire away DOC employees. (E53) The Union objected strenuously to this material because the Union had not had an opportunity prior to the hearing to review and confirm the accuracy of the information. I did not find the Employer's survey persuasive in that nothing indicates that the counties systematically track the hiring of DOC employees and so the responses received appear to be anecdotal and are not supported by any documentation. Similarly, the Union did not offer

specific examples or documentation to show the extent to which DOC employees have left to take employment at the counties.

The Union also cites a 2015 report to the Legislature entitled Prison Overtime Usage. Then Secretary of DOC Dan Pacholke wrote that custody vacancies are hard to fill because the DOC "competes with counties, cities, other states, and federal and tribal governments who typically pay higher wages." (U17, p. 3) One has to presume that the Secretary knew of which he spoke, but the report does not include any information about the extent to which DOC loses custody or other staff to the counties.

The extent of the opportunities available for DOC employees to go to work in the counties is limited by the fact that many of the DOC classifications have no match at the County level. In addition, the frequency that employment opportunities at the counties might be available is not clear. Information about the county turnover rate and the size of the county staff would provide a better picture of the availability of hiring opportunities. The larger population counties, such as Pierce and Snohomish, are more likely to have more opportunities because the corrections and law enforcement workforces would be larger than say Mason or Walla Walla counties that have a much smaller population. Another factor to consider is that a move from DOC to a law enforcement job with a county represents a career change, unlike a move from a DOC position to a county corrections position.

County finances also enter into consideration. Although the Washington State economy has done well, that positive picture does not necessarily extend to all of the individual counties.

Nevertheless, the compensation differences are significant and would be hard to ignore. Arbitrator Lankford concluded in 2016 that: "Even if we exercise every *reasonable* doubt about the Union's method of analysis, those numbers are staggering." That observation applies particularly to CO2s and CO3s, which together constitute the largest group in the bargaining unit. Although I agree that the county numbers should be a factor in my analysis, the county information does not carry the same weight as the state comparators based on the lack of evidence in this record of actual movement to county employment.

As Ms. Susseles testified, the task of comparing jobs among jurisdictions is an art and a science and perfect matches are rarely found. Both Parties made defensible assumptions about how to quantify the benefits and compare the total compensation, but, as noted, their approaches differed and produced differing results.

The State defended the offer of 2% per year on the basis of the substantially greater cost of the Union's proposal considered in light of the State's ability to pay. In addition, the State points out that the bargaining unit has received a cumulative percentage increase of approximately 22% over the past four years. The State also contends that substantial raises for this unit will create salary compression or inversion with WMS and exempt positions that Secretary Sinclair testified has a negative effect on morale and on the ability to recruit people to promote when the promotion does not result in any significant pay increase for the increased responsibility.

Karen Durant testified about the distribution and pay rates of certain classifications that are included in the Teamsters 117 bargaining unit, but which also are employed in other parts of State government where the classifications are sometimes represented by other unions and sometimes are unrepresented. She provided a summary illustration of six classifications that are employed within the bargaining unit and employed elsewhere as well. The exhibit shows that the bargaining unit employees in all but one case have an approximately 10% advantage over the employees who work outside the bargaining unit. (E37)

Sandra Leigh testified for the State about salary compression and inversion. She testified that most general service job classes have between a 5 and 10% pay differential. DOC attempts to maintain at least a 5% differential. Her exhibits show the effect that the increases proposed by the Union would have on the relationship between CO3 and the ranks above and on CC3 and the ranks above in terms of the pay differential during the next biennium. The exhibits show the funds that would be needed to maintain a 5% differential with the higher ranks. Her exhibits do not include any pay increase for the higher ranks in the coming biennium. (E42, E43) Ms. Leigh also provided charts that show inversion between CO3s and Lts. if the increases for CO3s that the Union proposes were implemented. (E44, E45) In addition, she provided charts to show the effect of the proposed increases on the relationship between CC3 and the next level up, which is Custody Unit Supervisor. (E46, E47) Her testimony also showed that she used Step M salaries for the CO3 and CC3 and did not take into account that Lts. and Captains can negotiate salaries within a particular range.

I agree that compression and inversion are facts to consider, but in this proceeding, I am dealing with this bargaining unit and not with the whole of State employment. Different

bargaining units and different employee groups sometimes end up with different pay rates for the same classifications. (See the discussion in J1, p. 19)

The Union calculated the general wage increase on the basis of weighted averages in order to account for the diversity of classifications in the bargaining unit. The State argued that the weighted average approach did not make logical sense because many of the classifications are at or above parity based on the Segal Waters survey. (E35, p. 121) The Union seeks a basis to justify awarding a significant across the board general increase. Although I understand the approach that the Union took, the end result of that approach is that the classifications that are at or above parity will receive a significant increase, while those classifications that are below parity will remain below parity, even with a general wage increase, unless the general wage increase is much higher than can realistically be awarded in this process. Four of the six most populous classifications are below parity in the Segal Waters survey. Furthermore, CO2s and CO3s, the two classifications that together make up approximately 60% of the bargaining unit, both are below parity, even if parity is considered to be the 95% level that the State has adopted.

As of August 15, 2018, the Union represented 5,736 DOC employees or 69.18% of the total DOC workforce of 8,291 as of August 15, 2018. (E5) Bargaining unit members work in approximately 139 classifications. The six most populous classifications are CO2 with 3001, CO3 with 407, RN2 with 235, Classification Counselor 2 with 165, Correctional Industries Supervisor Assistant with 157 and Office Assistant 3 with 144. (E6) Those six most populous classifications account for 4,109 employees or approximately 72% of the bargaining unit employees.[5]

The Parties provided me with the information concerning the tentative agreement reached with the State's General Government bargaining unit (WFSE). The agreement provides for a 6% increase over the life of the agreement with 3% on July 1, 2019 and 3% on July 1, 2020. In light of that tentative settlement, the State's offer of 2% per year to this bargaining unit runs counter to the "prison premium" that was referenced in a previous interest arbitration. Mr. Thal testified concerning the bargaining history of the "prison premium", which began in the 2005-2007 collective bargaining agreement at 1.3%, but has grown to an approximate 10% difference with

[5] Throughout the testimony and in the exhibits somewhat different numbers appear for total employees, total number of classifications in the bargaining unit and numbers in individual classifications. The differences are not substantial and most likely result from looking at the data on different dates. The variations in numbers do not affect the overall analysis of the issues.

the General Government unit at Step L currently. (U36, U37, U38) In addition, the record shows that the difference with community correction is in the range of a 7 to 8% prison premium over the community corrections rates. (U39; Thal Testimony) In the 2014 interest arbitration award, Arbitrator Lankford described the "prison premium" or "corrections differential" as follows:

> Finally, corrections work is poorly understood and substantially undervalued by the public as a whole. Because the comparison here is with corrections employees in other states, a certain "corrections differential" is built into those numbers and into this award. (J1, p. 30)

In his 2016 award, Arbitrator Lankford noted the following:

> In 2006, all bargaining units (and unrepresented employees) except this one got a 1.6% increase, and this unit got an additional 1.3% for a total of 2.9%. That 1.3% was viewed as the "Corrections Differential" and it has been undisturbed since. (J2, p. 16)

Given the history, the 2% per year offered by the State this time around clearly falls short.

The Segal Waters survey includes an exhibit that shows the position of the base pay at the mid-point of the pay scale to the total employer cost net employee contributions. Mid-point for Segal Waters is the average of the pay scale running from entry to top rate. As discussed previously, the total employer cost approach conflicts with the MOU, but for the sake of comparing the Parties' positions this exhibit has helpful information. (E35, p. 162) Table 2 below sets out the Segal Waters results for the six most populous classifications in the bargaining unit comparing competitiveness of the base pay range midpoint (adjusted) to the employer cost minus employee contributions (based on adjusted pay range midpoint).

Table 2 - Segal Waters (E35, p. 162)		
Class	Base Pay Range Midpoint (Adjusted)	Total Employer Cost Minus Employee Contributions (Adjusted)
CO2	89%	89%
CO3	87%	87%
CC2	83%	85%
RN2	112%	110%
CIA	89%	95%
OA3	83%	87%

Local 117 produced an exhibit drawn from the Union's survey that shows the percent that the Washington rates are off average of the monthly compensation of the comparators, adjusted for COL and including vacation, holiday, personal leave and employer and employee cost of health insurance. (U47) The following table is taken from those exhibits for the ten year employee, which is the Union's placement of the mid-point of the pay range:

Table 3 - 10 Year (Or Mid-Range) Compensation	
% Off Average of Comparables	
Class	% off average
CO2	-10.4
CO3	-12.8
CC2	-19.8
RN2	-0.7
CIA	-2.5
OA3	2

Local 117 also provided exhibits that compare the Union's view of the percentage increase needed to reach parity with the State's view as contained in the Segal Waters survey. The following table has Local 117 figures that are based on total compensation at the mid-range next to Segal Waters total employer cost net employee contributions (adjusted). (U44A, U45) The adjustment for the County comparison is not included in this table:

Table 4 - % Increase Needed to Reach		
100% Parity Comparing Local 117 Data		
To Segal Waters Data		
Class	% Needed	% Needed
	Local 117	Segal Waters
CO2	17.2	11.8
CO3	19.8	15
CC2	26.4	18.3
RN2	7	-9.2
CIA	8.9	4.9
OA3	4.1	15.2

Finally, Local 117 calculated the weighted average adjustment and COL and County adjustment needed to reach parity as follows (U44A):

Unit wide adjustment to reach parity	15.0%
Plus Cost of Living Adjustment Year 1 (3.6%)	15.5%
Plus Cost of Living Adjustment Year 2 (3.6%)	16.0%
Plus County total comp. adjustment	18.6%

The Union also calculated the weighted average adjustment needed using the Segal Waters survey results (Total employer cost net employee contributions (adjusted) at the midpoint) (U45):

Unit wide adjustment to reach parity	9.3%

The following table shows the comparison of the CPI-W for Seattle/Tacoma/Bellevue to the general increases that the bargaining unit has received beginning with 2015. The table shows that raises have exceeded the CPI in those years, but the CPI has been steadily rising. Not surprisingly, experts disagree on predicting future increases (2.3% vs. 3.6%).

Table 5 - General Wage Increases Received 2015-2019			
Compared to the Seattle/Tacoma/Bellevue CPI-W			
Year Over Year June to June (U23)			
Date	GWI	CPI-W	% Change
7/1/2015	5.5	2014-15	1.1
7/1/2016	4.3	2015-16	2
7/1/2017	4.5	2016-17	3
7/1/2018	3 + 3	2017-18	3.6

The record shows that progress has been made in moving this bargaining unit closer to parity with the comparator states. Even by the 95% of parity standard that the State adopted, however, the CO2s and CO3s, which together make up 60% of the bargaining unit, remain behind the comparators in both surveys. If County comparisons are applied, the difference is even more striking for those classifications. Of the six most populous classifications, four are below 95% of parity at the mid-point in the Segal Waters study. (E35, p. 162)

At the hearing, Ms. Aho testified that after mediation did not produce an agreement, she continued to work with the agency to develop an alternative wage proposal. She testified that

she discussed the proposal with Ms. Woodrow who indicated that the membership wanted a substantial general wage increase that applied across the board.

The State estimated the proposal that Ms. Aho developed to cost approximately $51.4 million for the biennium. The proposal involved a 3% general wage increase in year one, a 2.5% general wage increase in year two, the targeted job classification increases included in the stipulations that the Parties entered into the record at this hearing and a 2.5% targeted classification increase for CO1, CO2 and CO3.

The 3% per year increase provided to the General Government employees in the September 11, 2018 tentative agreement essentially amounts to a cost of living increase. The gap between this unit's compensation and the compensation of the comparators that exists for a significant part of the Local 117 bargaining unit would not be impacted by a 3% per year increase. A greater increase is required to make further progress on closing the gap. At the same time, within the broader context of the State's budgetary priorities and obligations, increases at the level proposed by the Union are not practical. The State quoted Arbitrator Lankford from one of his prior arbitration decisions in which he wrote that neither the union nor the agency benefits from an award that is struck down by OFM.

Based on the evidence in the record, I am awarding a general wage increase of 4% on July 1 2019 and 4% on July 1, 2020. The State estimated the cost of the offer of 2% per year to be $26,134,457. The increase of 4% per year equals or exceeds the negotiated increases the State reached in 2018 with eight other bargaining units, as well as the award in an interest arbitration with another unit. (U51) In addition, the award exceeds the tentative agreement of 3%/3% reached with the General Government bargaining unit.

In addition to the general wage increase that applies to all classifications in the bargaining unit, I am awarding the following increases: 1.) CO2 – 1 range; 2.) CO3 – 2 ranges 3.) CC3 - 1 range. I recognize that other classifications remain behind parity and the 4% per year general wage increase alone will still leave them behind. The reality is, however, that all situations cannot be addressed at once and some will have to be addressed in subsequent negotiations for the next collective bargaining agreement. The specific increases for the CO2 and CO3 will help to close the compensation gap with the comparator jurisdictions for 60% of the bargaining unit and in the case of CC3s will provide some recognition for the changes in their duties.

Targeted & Other Increases

The Union also proposed a number of additional increases.

a. Exchange Time – The Union proposes to revise Article 16.5D so that overtime exempt employees will accrue exchange time, with management approval, for working in excess of forty hours in a workweek rather than the current level of forty-five hours per workweek. (J11) The Union argues this modification would contribute to work-life balance for the eligible employees.

An exhibit in the record shows the exchange time provisions from collective bargaining agreements the State has with other bargaining units. Four other agreements provide for exchange time, on approval, for "extraordinary or excessive" hours worked. (PTE Local 17, WFSE, WPEA, WFSE Higher Ed.) Ms. Aho testified that the Local 117 contract had the "extraordinary or excessive" provision until the 2011-2013 contract. The WSP PLCA contract provides for exchange time for "excessive hours." The Coalition has the forty hour standard the Union is seeking here. WAFWP appears to have the forty hour standard as well. SEIU 1199 has the forty-five hour standard. (E54)

The State agreed that fiscal impact is not the concern with this proposal. The State has concerns about consistency with other collective bargaining agreements. In addition, the State argues that a few bargaining cycles ago the Union obtained a modification that eliminated the extraordinary or excessive standard and introduced the 45 hour standard. The State contends that the Union has not identified a compelling reason for an additional modification to 40 hours.

In my judgment, the Union did not provide convincing evidence that a problem exists that changing the standard to 40 hours would effectively solve. Therefore, I am denying this proposal.

b. Chain Bus Driver Reimbursement

The Union proposed to add the following to Section Article 37 of the Agreement:

> When a CDL certification, license, and physical exam is required for a chain bus position, the employer will reimburse the cost of the initial certification, licenses, and physical exam. All renewal costs will be the responsibility of the employee. (J11)

The chain bus driver position is a desirable job with low turnover. The job also carries with it great responsibility and a degree of risk. The drivers must have a Commercial Drivers License ("CDL") that qualifies them to drive the 40 foot "chain bus", which is the type of vehicle

used to transport prisoners to and from local jails throughout the State and among State institutions.

Mr. Kava testified that the chain bus drivers pick up newly sentenced prisoners at local jails and the drivers often don't know the degree of risk that these new prisoners present because the prisoners have not yet been classified.

He testified that training is required to obtain the CDL. In his case, he was able to obtain a permit and practice on his own until he was ready to take the test. Others, however, would most likely have to take the training to obtain the CDL. Mr. Kava testified that Officers are reluctant to incur the training expense. Because of the low amount of turnover, the State projected the cost of this proposal would involve reimbursement of one employee per year at the rate of about $3,800 for a total of $7,600 for the biennium. The proposal would apply only prospectively and would not be extended to employees who currently hold the chain bus driver position.

The State has an incentive to have the most experienced and qualified employees in this job. In my judgment, providing a one-time reimbursement for the training required to become a chain bus driver is reasonable and I am including the one-time reimbursement in this award. The associated cost is not significant. This job is an unique position and so providing reimbursement for the CDL training does not create a precedent for qualifying any other type of license for reimbursement. In addition, the chain bus driver job differs, for example, from truck driver jobs in the DOC in that chain bus drivers must be corrections officers and a chain bus driver would not be hired off the street.

The Union's proposed language will be added to Article 37 of the Agreement with the following underlined modifications:

> When a CDL certification, license, and physical exam <u>are</u> required for a chain bus position, the employer will reimburse the cost of the initial certification, license, and physical exam <u>up to $3,800 when the employee successfully bids into a chain bus position</u>. All renewal costs will be the responsibility of the employee.

<u>c. Specialty Licenses</u> - The Union made the following proposal to add a new Reference to Appendix J:

> New Reference: Basic salary plus four (4) ranges for any employee holding a specialty license or endorsement utilized for the needs of the Department. Assignment pay under this section will be paid for all compensable hours. (J11)

The Union contends that employees who possess specialty licenses that benefit DOC provide the DOC with significant cost saving because outside contractors do not have to be hired to perform the work. Because the decision whether to use the employee with the license rests with the Employer, the Employer can control the cost by deciding whether to use the employee or to hire an outside contractor to perform the work.

Scott Rigsbee works for the DOC as a Maintenance Mechanic 4 in the bargaining unit. In that role, he works on repair and maintenance for the facility, including HVAC, plumbing, remodeling, construction and preventative maintenance and repair. He holds a certificate that allows him to serve as the Water Distribution Manager at the WCC where he works. State law requires that someone on site has to be responsible for water distribution.

To obtain the certificate, Mr. Rigsbee took three days of training paid for by the DOC. He then took an exam, for which the DOC also paid. He also recently took a backflow assembly tester training class. That certificate is also required by the State Department of Health. That training and the training for cross connection control also have been paid for by the DOC.

Mr. Rigsbee performs work related to the water system on a daily basis. He testified that if he did not have the necessary certifications, the DOC would have to hire an outside contractor to perform the work at what he believes to be $100 to $180 per hour.

No question that the work that Mr. Rigsbee performs with the water system is important work. I find, however, that: 1.) The DOC has paid for the training necessary to obtain the certificates, and; 2.) The work is sufficiently related to the maintenance and repair work he performs as a Maintenance Mechanic 4 that additional compensation is not justified.

The record does not include additional evidence concerning other specialty licenses held by DOC employees. Reference was made to an employee who has an elevator inspectors license, but the details of that situation were not developed in this record.

This proposal is denied.

d. Targeted Wage Increase CO3 (Sgt.) – The Union proposes to increase CO3s 5% by moving the classification from range 48 to range 50. The Union contends that the current pay levels provide a disincentive for CO2s to promote to CO3. Ms. Woodrow testified that officers are reluctant to promote to CO3 because the increased pay is not commensurate with the increased level of responsibility. She testified that a CO2 can work two overtime shifts a month

and receive the same amount of money as a Sgt. without the increased responsibility. In addition, Sgts. have a more difficult time getting time off and getting a desirable schedule. The Union argues that, as a result, senior CO2s are reluctant to promote, which leads to less experienced CO2s moving into the Sgt. position. An exhibit in the record shows that 41% of the Sgts. have three years or less of experience. (U4) In addition, the Union's survey shows that CO3s are further behind the comparators than CO2s.

The State has estimated this proposal to cost $3,033,775. (E40A) As noted above in the award of the general wage increase, I am awarding this proposal.

e. Targeted Wage Increase – Classification Counselor 3 – The Union proposes to increase the CC3 by five salary ranges from range 49 to range 54 (approximately 12.5%). CC2s are at range 47. The Union contends that creates a compression and inversion problem and has led to a recruiting and retention problem. Currently, 51% of the CC3s have three years or less experience.

The Union argues that CC2s also lack an incentive to assume the additional responsibility for the pay that is currently available. The CC3s have to carry a caseload as well as, for most CC3s, taking on supervisory responsibilities.

Ms. Haneynixon testified that the CC3 job previously involved data gathering to classify offenders, much as she did as a CC2, but the CC3 job also included supervisory duties overseeing the data gathering and classification work of CC2s. Her work as a CC3 previously did not include one-on-one counseling of inmates. Currently, the work has changed so that CC3s now have the added responsibility of counseling and trying to modify the behavior of individual inmates. (U7) The changes in the work involve engaging with inmates one-on-one and asking them, for example, to describe the details of the crime that sent them to prison. Conversations with inmates of this type that in some cases involve recounting violent crimes occur daily for CC3s. While performing these duties counseling inmates, the CC3s continue to have responsibility for the performance of the CC2s under their supervision.

The State has estimated the cost of this proposal as $2,377,555 for the biennium. (E40A) In my judgment, the evidence concerning potential inversion with the Custody Unit Supervisor position works against granting the proposed increase. (E46) Some recognition is supported by the evidence concerning the increased duties that one-on-one counseling of inmates involves.

Therefore, I am awarding an increase of one range, as discussed above in the award of the general wage increase.

f. Shift Premium – The Union proposes to raise the basic shift premium in Article 32.15 (B) from one dollar per hour to two dollars per hour. The Union contends that the one dollar premium does not adequately compensate the employees for working a night shift, which means swing or graveyard shifts. The Union contends that an increased shift differential would encourage more experienced people to bid onto night shifts. The Union also argues that the increased premium would help to compensate for the disruption of the employees' lives involved in working night shifts.

The original exhibit on cost that the Employer submitted estimated the cost of this proposal at $691,974. (E40) The State later revised the estimate to cost $7,865,310 for the biennium. (40A) The State's witness explained that because of an error in the information about this proposal in the State's computer model, the system reported the first amount incorrectly. The witness testified that the higher, more than $7 million figure is the correct estimate. Based on the revised estimate, I cannot award this provision.

g. Medical Shift Premium – The Union proposes to include Certified Nursing Assistants ("CNA") and Medical Assistants ("MA") in the medical shift premium contained in Article 32.16. The Union also proposes to increase the night shift premium for the evening and night shifts from $1.50 per hour to $2.50 per hour.

The Union argues that adding the CNAs and MAs to the premium will reduce the Employer's incentive to "underfill" LPN positions, when LPNs are absent, with lower paid CNAs and MAs. The Union also argues that the shift premium of $1.50 is not competitive. (U10)

The State estimated that the cost of adding the CNAs and MAs to the medical night shift premium and increasing the premium from $1.50 to $2.50 would be $216,412. The Union makes a convincing argument for basic fairness when the CNAs and MAs are working alongside other medical staff who receive the premium. In addition the increase in the premium would bring this premium more in line with some of the comparator states. Therefore, I am awarding the addition of CNAs and MAs to Article 32.16 and the increase in the premium from $1.50 to $2.50.

h. Standby Pay – The Union proposes to increase standby pay in Article 32.18E. Overtime exempt medical providers currently receive $50 per day for standby status. Other overtime exempt employees receive $25 per day. The State estimates the cost of this proposal to be $740,010 for the increase from $50 to $100 for the medical providers and $2,371 for the increase from $25 to $50 for the other overtime exempt employees.

The Union argues that being on call places significant limits on the lives of the individuals. Standby status also involves having sleep interrupted to take phone calls during the night, yet being expected to report to work the next day. Testimony in the record shows that on some nights no calls may occur, but several calls in a single night is not uncommon and some nights involve many complicated calls.

The description of the disruption of sleep and the other limitations on an employee's private life involved in standby work provide reasonable justification for an improvement in the premiums. Therefore, I am awarding this proposal.

i. Specialized Unit Assignment Pay – The Union proposes to provide a six range premium for work in specialized units, such as the Intensive Management Unit ("IMU"). (See Appendix P, J7, p. A-78) As Arbitrator Lankford discussed in his award, and as testimony at the hearing showed, this work involves increased physical and psychological demands and increased hazards. The Union contends that increased pay would recognize that these employees are held to a higher standard and would incentivize more experienced officers to bid for the work. At the hearing, the Parties clarified that this proposal involves custody staff only.

The State has estimated this proposal to cost $7,497,748. Although I recognize the substantial challenges the special assignment work involves, based on the cost I cannot award this proposal

j. Shift Commander Pay – The Union proposes that CO3s who have shift commander duties at standalone minimum security facilities receive an additional six ranges for all hours worked as a shift commander. The Union argues that the increased workload and responsibilities justify the added compensation. The Union points out that the proposal does not take the CO3 shift commanders to the same level as the Lt. shift commanders at other institutions.

The State operates four standalone minimum security facilities, which are Larch, Cedar Creek, Olympic and Mission Creek. The inmate population at each facility numbers about 400

to 480, as compared with the major institutions that have much larger populations. For example, Stafford Creek has 1900 inmates and Coyote Ridge has about 2700.

Sgt. Friesz works at Olympic Corrections Center, which is a minimum security facility, also referred to as a work camp. He testified that when the Lt. and the Superintendent are not working after 4:30 p.m., the Sgts. on swing and graveyard shift are in charge and have to handle whatever comes up. He testified that about one third of his time on shift involves shift commander duties and the rest of the shift involves regular CO3 duties. He testified that as a CO3 shift commander he has most of the same duties as a Lt. at another institution, but he does not have Sgts available to assist him as the Lt. at the major institutions does.

Superintendent Bennett testified that inmates at Olympic Corrections Center are generally scheduled to be released within a maximum of four years, but the average time is eighteen months. He testified that the CO3s at Olympic do not supervise other supervisors. CO3s acting as shift commander coordinate the shift. They control movement, prepare the rosters for the upcoming shift, serve as incident commander if an incident occurs, field phone calls and contact the duty officer or Superintendent if a higher level decisions needs to be made. The Superintendent testified that no pre-planned use of force has occurred at Olympic in at least thirteen years. He testified that the last emergent use of force at Olympic occurred in November 2016, about twenty-one months ago. He testified that of 366 uses of force in the agency, only two occurred at a standalone minimum.

Superintendent Bennett testified that the six range increase proposed for CO3s would mean that a CO3 at Step M would receive an increase that would put the CO3 above a lot of the newer Lts. He also testified that the workload of a CO3 acting as a shift commander at a standalone minimum does not compare to the workload of a CO3 working under the command of a Lt. at a major facility.

The State has estimated the cost of this proposal to be $406,281.

I find that the evidence does not support granting this proposal and so the proposal is denied.

v. The ability of the Department of Corrections to retain employees.

As Arbitrator Lankford pointed out in the 2016 award, the MOU references retention, but does not reference recruiting. The two, however, cannot easily be separated and so some of this

discussion looks at recruiting related issues, such as the necessary delays associated with the hiring and screening of new employees. (J2, p. 13, footnote 15)

An overriding fact to keep in mind on this topic is that the legislatively mandated custody staffing model is not a subject over which the Parties can bargain. If the model is inadequate that problem has to be corrected by the Legislature. The DOC 2017 Staff Safety Annual Report to the Legislature, dated December 2017, states the fact that the staffing model is dated and inadequate for determining proper staffing needs. (U18, App. A, p. 6) Mr. Russell testified that the DOC and the Union presented a proposal to the Legislature to have a staffing audit conducted and approval to conduct the audit has been obtained. (The 2017 Safety Report indicated that funding for the audit was not approved for 2017-2019.) Mr. Russell testified that the staffing model has not been reviewed since 1984.

The State provided testimony to show that OFM tracks retention data, typically over three fiscal years, to determine if any retention issues exist. Ms. Cooley testified that the State's average turnover rate for all classified State employment is 10%. Ms. Cooley presented data for FY2016, FY2017 and FY2018 for the benchmark jobs.

The data shows that Office Assistant 3 has the highest rate of turnover in each of the three years. Several jobs had zero turnover for some or all of the three years. The rates for CO2 and CO3 are set out below. (E52)

Class.	FY2016 Number	FY2016 %	FY 2017 Number	FY2017 %	FY2018 Number	FY2018 %
CO2	144	5.4%	153	5.7%	175	6.4%
CO3	7	1.9%	11	3.0%	7	1.9%

Ms. Cooley testified that the State considers the turnover rates for CO2 and CO3 to be within what OFM considers a normal range of turnover. The Union's exhibit has turnover numbers that are slightly different for CO2 and CO3, but reasonably similar. (U16, p. 6)

Ms. Cooley also testified that turnover numbers and vacancies are different. Turnover numbers tell us how many people have left, but the numbers do not tell us how many of the vacated positions are then filled or when they are filled.

Ms. Southerland testified that the DOC experiences temporary vacancies for occupational injuries, FMLA, military leave or situations in which an employee is on home assignment because of an investigation or is on another temporary assignment. Vacancies on a daily basis

occur because of unscheduled leave, mandatory and voluntary training and personal days off. The DOC also has to cover scheduled time off for vacations. Ms. Southland testified that daily vacancies are filled by available relief personnel, on-call staff and with overtime, including mandatory overtime.

Staffing issues also exist because of unfunded posts, which Ms. Southerland described as hospital watches, suicide watches and medical transports and other assignments that are not included in the regular staffing of a particular shift. She testified that the number one reason for overtime is unscheduled leave.

Ms. Woodrow testified that members contact her about recruitment and retention weekly if not daily. She introduced an email from the Superintendent at Monroe entitled help is on the way. The email outlines the problems of increased overtime related to staff shortages and some planned actions to address the problems. (U53)

The Union provided an exhibit that shows the top ten reasons for overtime in FY2018. Unscheduled leave is number one on the list and vacancies are next. (U33)

Dr. Kimball testified concerning his research on DOC turnover. (U16) He included an estimate of the training investment lost through turnover of CO2s in 2016 and 2017. He found that total for the two years to be $1,821,159 lost. Those calculations are based on the entry level wage for CO2, assuming that all turnover is by newer CO2s. The Union's exhibit also uses the cost of all training, both the initial training received and the annual training that follows for a total number of training hours of 322.

Each of the prisons has a group of on-call Corrections Officers who are available to fill in for short-term unscheduled absences of regular staff and also to fill in for absences caused by such things as extended sick leave or vacation. The Union's exhibit shows an on-call turnover rate Department wide as follows: 2015 – 40%; 2016 – 52%; 2017 – 56%.

The Union also included statistics from 2015, showing that the DOC exceeded budget for overtime by $11 million in each of the years FY2010-FY2014. Those numbers are drawn from the DOC 2015 report to the Legislature on prison overtime, which included the statement from the Director that mandatory overtime can jeopardize safety and security and can decrease staff morale, potentially leading to turnover. Information for 2017 indicates that CO3s on average are working the equivalent of 29 days of overtime annually and CO2s on average are working the equivalent of 25 days of overtime annually.

The Union's exhibit shows that a significant number of CO2s are hired above the first step on the wage scale. The exhibit also shows that for 2017 the average days to fill a CO2 position was 61 and for a CO3 54.

High levels of staff turnover among CO2s and CO3s is not desirable for many reasons. As testimony in the record shows, officers want to be familiar with their fellow officers so that they can have confidence that the fellow officers are prepared and reliable. Unit cohesion and teamwork are an essential part of the custody work.

The numbers of CO2s turning over in FY2018 is significant at 175, but that number comes from a population of 2755 CO2s. The percentage is within what the State considers a reasonable level of turnover of less than 10% (6.4%). The problems associated with turnover of CO2s are complicated by the fact that the hiring process takes time for a variety of reasons. CO2s have to undergo background checks and other screening by the Department and they have to receive initial training before going to work. The delays associated with the necessary steps of the hiring process would be hard to reduce.

The Union argues that the fact that the State hires CO2s at above the entry level step on the pay scale shows that the pay scale is too low to attract qualified applicants. The reasons that employees have been hired at the higher steps are not established in this record. In general, a pay scale is intended to allow for some variation in qualifications coming into the job. CO2 applicants may be coming from corrections jobs elsewhere. The applicants may have prior training received in the military or through higher education. Many possible reasons exist for paying a new hire more than the entry scale.

The turnover rates among on-call staff clearly are high. Ms. Woodrow testified that on-call employees are regular employees and members of the bargaining unit who perform an essential function in the DOC and the DOC could not function without them. Their value to the DOC is illustrated by the fact that they have full benefits and just cause protection, which are unusual benefits for on-call employees to have. Again, however, the reasons for on-call turnover are not established in this record. In general, on-call work is attractive to some people who prefer the unscheduled, periodic nature of the work. For others, however, on-call work is a holding pattern while waiting for other opportunities such as a full-time job with DOC or some other organization. In addition, some may be initially attracted to on-call work but then find it unsuitable because of the unpredictability.

Excessive overtime may also be a reason for turnover. As the record shows, however, controlling overtime has a definite relationship to the staffing model, which is outdated and inadequate for present needs according to the reports in the record.

Although the discussion has focused on CO2s and CO3s, the turnover rate among a number of other classifications in DOC exceeds 10%. (U16, p. 6-7)

The other overriding fact is that corrections work is not for everyone. The job may look attractive from the outside, but the realities of the work inside the prisons may cause many to decide the work is not for them. Not everyone has the degree of dedication necessary to make a career in this demanding work.

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

This factor does not require discussion.

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

As discussed above, the consideration of county data and consideration of the tentative settlement with the General Government bargaining unit falls within this factor.

AWARD

1. **Article 16 Hours of Work** – [No change awarded]
2. **32.1 Pay Range Assignments**

A. Effective July 1, 201~~7~~9, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule Effective July 1, 201~~5~~7 through June 30, 201~~7~~9" applicable to Teamsters bargaining units (the 201~~5~~7 – 201~~7~~9 Teamsters Salary Schedule) that it was assigned on June 30, 201~~7~~9. Effective July 1, 201~~7~~9, each employee will continue to be assigned the same range and step of the 201~~5~~7-201~~7~~9 Teamsters Salary Schedule that he/she was assigned on June 30, 201~~7~~9.

B. Effective July 1, 201~~7~~9, all salary ranges and steps of the Teamsters Salary Schedule will be increased by four percent (4%) ~~four and a half percent (4.5%)~~ as shown in Appendix B. This salary schedule is based on the Teamsters Salary Schedule in effect on June 30, 201~~7~~9. ~~This general wage increase does not apply to Psychiatric Social Worker 3, Psychiatric Social Worker 4 and Psychiatrist salary ranges and steps.~~

C. Effective July 1 20~~18~~20, all salary ranges and steps of the Teamsters Salary Schedule will be increased by four percent (4%) ~~three percent (3%)~~ as shown in Appendix C. This

salary increase is based on the Teamsters Salary Schedule in effect on June 30, 20~~18~~20. ~~This general wage increase does not apply to Psychiatric Social Worker 3, Psychiatric Social Worker 4 and Psychiatrist salary ranges and steps.~~

~~D. Effective January 1, 2019, all salary ranges and steps of the Teamsters Salary Schedule will be increased by three percent (3%) as shown in Appendix D. This salary increase is based on the Teamsters Salary Schedule in effect on December 31, 2018. This general wage increase does not apply to Psychiatric Social Worker 3, Psychiatric Social Worker 4 and Psychiatrist salary ranges and steps.~~

D. **Compression and Inversion Adjustments for Twelve Dollar an Hour ($12.00) Minimum Wage**
Effective July 1, 201~~7~~9, impacted job classifications will be increased to a higher salary range due to compression or inversion. Appendix M identifies the impacted job classifications and the salary range for which they will be assigned. Employees will be assigned to the step in their new range that is nearest to their new salary as of July 1, 201~~7~~9.

E. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

F. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

32.2 "N2" Pay Range Assignments
A. Effective July 1, 201~~7~~9, each classification represented by the Union will continue to be assigned to the same salary range of the "N2" Range Salary Schedule (Appendix F) – Effective July 1, 201~~5~~7 through June 30, 201~~7~~9 applicable to Teamsters bargaining units (the 201~~5~~7 – 201~~7~~9 "N2" Range Teamsters Salary Schedule (Appendix F)) that it was assigned on June 30 201~~7~~9. Effective July 1, 201~~7~~9, each employee will continue to be assigned to the same range and step of the "N2" Range Teamsters Salary Schedule (Appendix F) that he/she was assigned on June 30, 201~~7~~9

B. Effective July 1, 201~~7~~9, all salary ranges and steps of the "N2" Range Teamsters Salary Schedule will be increased by four percent (4%) ~~four and a half percent (4.5%)~~ as shown in Appendix F. This salary increase is based on the "N2" Range Teamsters Salary Schedule in effect on June 30, 201~~7~~9. ~~This general wage increase does not apply to Registered Nurse 2, Registered Nurse 3, Clinical Nurse Specialist and Physician Assistant Cert/Advances NR Prac. Lead salary ranges and steps.~~

C. Effective July 1, 20~~18~~20, all salary ranges and steps of the "N2" Range Teamsters Salary Schedule will be increased by four percent (4%) ~~three percent (3%)~~ as shown in Appendix ~~G~~ F. The salary increase is based on the "N2" Range Teamsters Salary Schedule in effect on June 30, 20~~18~~20. ~~This general wage increase does not apply to~~

~~Registered Nurse 2, Registered Nurse 3, Clinical Nurse Specialist and Physician Assistant Cert/Advances NR Prac. Lead salary ranges and steps.~~

~~D. Effective January 1, 2019, all salary ranges and steps of the "N2" Range Teamsters Salary Schedule will be increased by three percent (3%) as shown in Appendix H. This salary increase is based on the "N2" Range Teamsters Salary Schedule in effect on December 31, 2018. This general wage increase does not apply to Registered Nurse 2, Registered Nurse 3, Clinical Nurse Specialist and Physician Assistant Cert/Advances NR Prac. Lead salary ranges and steps.~~

D. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

E. All employees who have been at Step T for six (6) years or more will progress to Step U.

32.3 Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities
Effective July 1, 201~~7~~9, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities or inequities. Appendix I identifies the impacted job classifications and the salary ranges for which it will be assigned.

32.4 through 32.14 – [No change]

32.15 Shift Premium – [No change awarded]

32.16 Shift Premium for Registered Nurses and Related Classes
For the classes of certified nursing assistant, medical assistant, ~~R~~registered nurses and related job classes requiring licensure as a registered nurse, and licensed practical nurses will receive two dollars and fifty cents ($2.50) ~~one dollar and fifty cents ($1.50)~~ per hour shift differential for evening shift and night shift work.

32.17 Supplemental Shift Premium for Nurses – [No change]

32.18 Standby –

E. Overtime exempt employees classified as Physician Assistant/Advanced Registered Nurse Practitioner, Physician Assistant Certified/Advanced Registered Nurse Practitioner Lead, Clinical Nurse Specialist, Psychiatric Social Worker 3 or 4, Psychiatrist 4, Psychologist 3 or 4, or Psychology Associate will be compensated ~~fifty dollars ($50.00)~~ one hundred dollars ($100.00) for each day or portion thereof spent in standby status. All other overtime-exempt employees will be compensated ~~twenty-five dollars ($25.00)~~ fifty dollars ($50.00) for each day or portion thereof spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

32.19 – 32.24 – [No change]

32.25 Voluntary Separation Incentives – Voluntary Retirement Incentives
Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or Voluntary Retirement Incentive Program if such program is provided for in the 2017~~9~~ – 20~~19~~21 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

ARTICLE 37

LICENSURE AND CERTIFICATION

Except as provided below~~,~~ ~~W~~when a license and/or certificate is required as part of the minimum qualifications for a job classification or the position requires any specialized license (e.g. driver's license, including CDL), the employee will be responsible for the cost of the certification and/or license and all renewal costs. When a new certification/license is required, the Employer will reimburse the employee for its cost and all renewal costs. Employees will notify their Appointing Authority or designee if their license or certification has been revoked or suspended within twenty-four (24) hours or prior to their next scheduled shift, whichever occurs first, of the revocation or suspension.
When a CDL certification, license, and physical exam are required for a chain bus position, the employer will reimburse the cost of the initial certification, license, and physical exam up to $3,800 when the employee successfully bids into a chain bus position. All renewal costs will be the responsibility of the employee.

APPENDIX J

ASSIGNMENT PAY

GROUP A – Add Correction and Custody Officer 4 to Group A, Reference #42.

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

REFERENCE #IA2: Basic salary plus two (2) ranges shall be paid to trained and qualified employees who are assigned members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (IRT), Crisis Negotiation Team (CRT), ~~and~~ Critical Incident Stress Management (CISM) and Honor Guard. Assignment pay under this reference shall be on an hour for hour basis for every hour worked during an authorized team related assignment or training.

APPENDIX K

SPECIFIC INCREASES

At the hearing, the Parties agreed to specific range increases for specific classifications effective on July 1, 2019. Those increases are set forth in the Stipulations of the Parties section of this Award, starting on page 9, above and are to be incorporated in this section of the contract.

In addition, effective July 1, 2019, I am awarding CO2s a one range increase, CO3s a two range increase and Classification Counselor 3s a one range increase, which also are to be included in this section of the contract.

Dated this 26th Day of September 2018

Respectfully submitted,

Joseph W. Duffy
Arbitrator