820257
4000 workers

Collective Bargaining Agreement

Between

The Department of Corrections
State of Washington

And

Teamsters Local Union No. 117

May 3, 2004 through June 30, 2005

PREAMBLE

The State of Washington, Department of Corrections, hereinafter referred to as "Management", and Teamsters Local No. 117, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", hereby agree to be bound by the terms and conditions of the Agreement.

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ARTICLE 1
NON-DISCRIMINATION

1.1 Policy Statement. Management and the Union agree that no person will be discriminated against on the basis of age, sex, marital status, race, sexual orientation, religious or political beliefs, creed, color, national origin, or the presence of any sensory, mental or physical disability, or veteran status.

1.2 Review Processes Available to Employees. Management and the Union agree it is important that employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with their supervisor or other management staff, or file a letter of complaint or Internal Discrimination Complaint (IDC) within the Department. In those cases where an employee files a grievance and an IDC regarding the same alleged discrimination, the grievance process shall be suspended until such time as the IDC investigation has been completed. Other avenues available to employees are through the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). Employees who file an HRC or EEOC complaint shall not initiate or pursue grievances over the same discrimination allegation(s). If after filing a grievance an employee chooses to file a complaint with the HRC or EEOC, the grievance regarding the same alleged discrimination will be considered withdrawn without prejudice.

1.3 Professionalism and Courtesy. Management and the Union agree that all employees of the Department shall treat each other in a professional and courteous manner.

ARTICLE 2
UNION RECOGNITION AND DUES DEDUCTION

2.1 Recognition. Management recognizes and acknowledges that Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, AFL-CIO is the exclusive collective bargaining representative for the Institutions Bargaining Unit as certified by the Public Employment Relations Commission, and as identified in Appendix A.

2.2 Membership Rights. Neither Management nor the Union shall interfere with the right of employees covered by the agreement to become or not to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership activity or status, or non-membership activity or status.

2.3 New Employee Orientation. When new employee orientation classes are held, the Union shall be allowed thirty (30) minutes of presentation time to speak to the class on matters concerning the rights of employees, responsibilities of the Union, and

services available to the membership. The thirty (30) minute presentation shall be scheduled as the first order of business of the day on which it is scheduled. The designated Business Representative shall be notified of all new employee orientation classes. The notice shall be provided no later than fourteen (14) calendar days prior to the presentation date. Within seven (7) calendar days of such notice, the designated Business Representative shall notify Management of the name of the individual(s) who will be responsible for the presentation. In those cases where a new employee orientation class is conducted at an institution, a Business Representative and/or Local Shop Steward shall be responsible for the presentation. The Shop Steward shall experience no loss of salary nor shall off-shift presentation time be considered as "time worked" for purposes of computing call back or overtime. In those cases where a new employee orientation class is conducted at a site other than an institution, a Business Representative shall be responsible for the presentation.

2.4 Union Dues Deduction. Union membership dues may be paid through payroll deduction and Management shall provide for payroll deduction of Union dues upon authorization by the employee on a prescribed form supplied by the Union. Union dues payroll deduction authorization cards submitted to Management and received by the payroll office by the tenth (10^{th}) day of the month shall have dues deducted beginning on the 25^{th} pay date. Payroll deduction authorization cards submitted to Management and received by the payroll office by the twenty-fifth (25^{th}) day of the month shall have dues deducted beginning on the 10^{th} pay date of the next month.

2.5 Union Dues Cancellation. In order to cancel the payroll deduction, the employee must, thirty (30) calendar days prior to the effective date of such cancellation, file with Local Management a written notice of cancellation on a prescribed form, provided by the Union and available to employees in the bargaining unit at each Local DOC Payroll Office. DOC will accept directly payroll deduction cancellations submitted by employees on the forms provided, and will forward such cancellation forms to the Union. The cancellation shall become effective on a pro rata basis for the first payroll period following the 30-day cancellation period.

2.6 Information Regarding Union Recognition. Local Management will inform new, transferred, promoted, or demoted employees entering into positions included in the Bargaining Unit of the Union's exclusive recognition.

2.7 Bargaining Unit Lists. Department of Corrections Headquarters Management shall submit to the Union a monthly list of all staff who have been appointed into or who have left the bargaining unit during the previous month. On a quarterly basis, Department of Corrections Headquarters Management shall submit to the Union a list of all staff within the bargaining unit. The lists shall be arranged alphabetically by institution and will be provided on disk. The lists shall include the employee's name, home mailing address, classification, unbroken state service date, seniority date, and anniversary date. The Union shall maintain the confidentiality of all employee-mailing addresses.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Management Rights. It is understood and agreed that Management possesses the sole right and authority to operate and direct all employees of the Department in all aspects, subject to the provisions of this agreement and federal and state law. These rights include, but are not limited to:

(A) Determine the Department's missions, strategic plan, policies and procedures;

(B) Control the Departmental budget;

(C) Plan, direct, control, and determine the operations or services to be conducted by employees of the Department;

(D) Determine the size, composition, and direct the work force;

(E) Hire, transfer, promote, retain or separate employees within the Department;

(F) Apply corrective action and/or discipline or discharge for cause;

(G) Effect reduction-in-force;

(H) Make, publish, and enforce reasonable rules and regulations;

(I) Implement new or improved methods, equipment or facilities;

(J) Determine reasonable performance requirements, including quality and quantity of work;

(K) Determine training needs and methods of training, and train employees;

(L) Take any and all actions as may be necessary to carry out the mission of the Department in emergency situations;

(M) Utilization of temporary, emergency and intermittent employees;

(N) Schedule days and hours of work and overtime as necessary; and

(O) Determine the method, technological means, number of resources and types of personnel by which work is performed by the Department.

3.2 Union Contract Violations. In the event Management suspects a violation of the Collective Bargaining Agreement by any Union representative, Management may submit a written request to the Union for a formal review of the matter. The Union shall respond in writing within twenty-one (21) calendar days of receipt of the request outlining the steps they have taken to resolve the concerns of management.

ARTICLE 4
UNION/MANAGEMENT RELATIONS

4.1 Informal Communications/Discussions. Management and the Union agree that open communication and informal discussions between the parties are encouraged and are conducive to a positive relationship, and resolution of issues at the earliest possible stage.

4.2 Institution Field Instructions And Department Policies. Management agrees to provide the designated Business Representative a copy of all unrestricted field instructions that are issued at institutions for which s/he is responsible. At the statewide level, Management agrees to provide the Union headquarters office a copy of all new unrestricted Department policies that are issued. Management agrees to notify the Union and provide the Union the opportunity to review restricted field instructions and restricted policies that are issued at the appropriate location.

4.3 Policy Changes Impacting Working Conditions. Management agrees to notify the Union of any proposed substantive changes in Department of Corrections Policy Directives and/or Institutional Field Instructions or other matters which impact the working conditions of employees covered by this Agreement. The Union may request discussions and/or negotiations of the proposed changes related to the impact on employees' working conditions within twenty-one (21) calendar days from the date of receipt of the changes. If the Union requests discussions and/or negotiations over the impact on working conditions of employees caused by these changes, the parties shall utilize the process outlined in Article 5 of this Agreement. If the Union does not request discussions and/or negotiations of the proposed changes within the twenty-one (21) calendar days, Management may proceed with implementation of the changes. If the proposed changes apply at only one location, then such discussions and/or negotiations shall take place at a Local Union/Management meeting. If the proposed changes apply to more than one location, then such discussions and/or negotiations shall be conducted at a Statewide Union/Management Meeting, unless mutually agreed otherwise between the Secretary-Treasurer or designee and the appropriate Management representative.

ARTICLE 5
UNION/MANAGEMENT COMMITTEES

5.1 Union/Management Committees. Joint Union/Management committee(s) shall be maintained at the Statewide and at the facility level in order to

provide an orderly procedure for conducting discussions and/or negotiations when either party anticipates substantive changes which impact working conditions of employees covered by this Agreement. These discussions and/or negotiations over the impact on working conditions of employees caused by these changes shall take place sufficiently in advance of intended implementation to provide the Union time to consider the issues, develop a position, and/or advance alternative proposals. If the proposed changes apply only at one facility, then such discussions and/or negotiations shall take place at the local level. Agreements are only applicable to the specific facility to which they are agreed and such precedents shall not encumber either party to apply to any other facility. If the changes apply to more than one facility, then such changes shall be discussed and/or negotiated at the Statewide level, unless mutually agreed otherwise, between the Secretary-Treasurer or designee and the appropriate Management representative.

5.2 Membership on Union/Management Committees. The committees shall consist of Management and Union representatives. At the Statewide level each party shall be composed of no more than one (1) DOC employed representative from each affected institution. In addition, the Secretary-Treasurer, Headquarters Local Union Staff and Business Representatives, as well as staff members from the DOC Labor Relations section shall also be permitted at the meeting. At the Local level the parties each shall include no more than five (5) DOC employed representatives, from that institution on the committee. Two (2) Local Business Representatives and two (2) representatives from the DOC Labor Relations section shall also be permitted at the meeting. Each party shall be permitted up to two (2) resource persons at the Local and State levels unless the parties mutually agree to additional resource persons. Both parties shall have present at the meeting a person with the authority to approve agreements. The Union shall provide Management with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting, when practicable.

5.3 Initiation of Union/Management Committee Meetings. Union/Management Committee meetings may be initiated by the Appointing Authority or designee, or upon request from the Secretary-Treasurer, Local Business Representative or designee. Meetings shall be conducted at mutually agreeable times, but normally no later than twenty-one (21) calendar days from the date a request for a meeting is made. The non-requesting party shall submit their agenda items, if any, no later than seven (7) calendar days from receipt of the request for a meeting. Requests shall be in writing and contain the following information:

(A) Subject;

(B) Specific issues and/or items of concern, with sufficient information so the parties can prepare for the discussion; and

(C) Proposed solutions.

5.4 Agenda. A written agenda will be prepared by Management and furnished to the Union, five (5) calendar days prior to the meeting, when practicable. The

agenda shall be limited to items, which are of a group, rather than individual interest or concern, unless such interest or concern has an impact on a group of employees within the bargaining unit.

5.5 Meeting Date and Time. Meetings shall be held during the hours most convenient to the participants, and said participants shall experience no loss of salary nor shall off-shift meeting time be considered as "time worked" for purposes of computing call back or overtime. Management agrees to approve vacation leave, compensatory time or leave without pay for Union committee members and resource staff to travel to and from the meeting, if such travel does not occur on the date of the scheduled meeting. All travel expenses for Union committee members and resource staff shall be paid by the Union. Union committee members shall be provided up to two (2) hours to prepare for Union/Management committee meetings.

5.6. Chairpersons. A Management committee representative and a Union committee representative shall serve and preside as Co-Chairs at the meetings.

5.7 Dispositions. The dispositions reached shall be in writing and signed off by the parties during the Union/Management meeting. Disposition of matters covered in a Union/Management committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

5.8 Minutes. A person designated by the Management Chairperson will take minutes. This individual shall not be considered a member of the committee. The minutes shall consist of the discussion on each topic and the disposition of each. The minutes shall be available for review within twenty-one (21) calendar days from the meeting. Within fourteen (14) calendar days from receipt of the minutes, the minutes shall be reviewed by the Union and, if approved, be signed by the Union Co-Chair whereupon said minutes shall become official and be distributed. In the event the Union does not agree with the minutes, the minutes shall be revised to reference the disagreement, and the Union may file a rebuttal. The minutes shall be signed jointly by the Management Chairperson and the Union Chairperson. Failure to return the minutes signed, or to file a rebuttal within the required timeframes, shall be considered as the Union's agreement with the minutes. A copy of the minutes shall be furnished to the Union Chairperson within seven (7) calendar days after being signed.

5.9 Unresolved Matters.

(A) Local Union/Management Meetings. The Union may take unresolved matters from Local Union/Management meetings to the Secretary/designee for review. Such request shall be submitted in writing, within fourteen (14) calendar days from the date of the local meeting. The request shall contain the unresolved issue(s) and proposed resolution. If the Union does not request a review by the Secretary/designee, Management may proceed with implementing the proposed change. The Secretary/designee shall hold a meeting to review the issues within fourteen (14) calendar days from receipt of the Union's request. The Secretary/designee shall issue a decision

on the issue within fourteen (14) calendar days of the review meeting. Timeframes for conducting the meeting and/or issuing a response may be extended by mutual agreement of the parties. Issues unresolved by the Secretary's review, that meet the definition of a grievance, may be submitted by the Union for mediation and arbitration in accordance with Article 9, Grievance Procedure. Such request shall be submitted to the Department of Personnel within thirty (30) calendar days from the date of the decision from the Secretary/designee. If the Union does not request mediation and arbitration within the required timeframes, Management may proceed with implementing the proposed change.

(B) Statewide Union/Management Meetings. Matters unresolved at Statewide Union/Management meetings, which meet the definition of a grievance, may be submitted by the Union for mediation and arbitration in accordance with Article 9, Grievance Procedure. Such request shall be submitted to the Department of Personnel within thirty (30) calendar days from the date the disposition was signed by the parties. If the Union does not request mediation and arbitration within the required timeframes, Management may proceed with implementing the proposed change.

5.10 Early Resolutions. Nothing in the foregoing sections precludes discussion between Local Management and Local Union Stewards on matters appropriate for resolution at that level.

ARTICLE 6
UNION ACTIVITIES

6.1 Use of Space, Facilities And Equipment. Management space and facilities may be used by the Union for the purpose of holding meetings only with prior authorization of Local Management. Shop stewards may utilize state owned/operated equipment to communicate with the Union and/or Management for the exclusive purpose of negotiation and administration of this Agreement. Such equipment includes telephone, e-mail, fax machines, the internet or intranet and/or state owned supplies. Such use shall:

A. Result in little or no cost to the State;
B. Be brief in duration and frequency;
C. Not interfere with the performance of their official duties;
D. Not distract from the conduct of State business;
E. Not disrupt other State employees and shall not obligate other employees to make a personal use of State resources; and
F. Not compromise the security or integrity of State information or software.

The Union and its shop stewards shall not use the above-referenced State equipment for Union organizing, internal Union business, advocating for a Union in a certification, decertification or union shop election or any other purpose prohibited by the Ethics Board.

6.2 Union Bulletin Boards And Designated Newsstands. In each facility or off-site office, Local Management shall provide bulletin board(s) and location(s) for Union-designated newsstand(s) for use by the Union. At the Union's option, the Management provided bulletin board(s) may be replaced by a locked, covered bulletin board furnished by Management. The Union will reimburse the Department for the cost of the bulletin board. Key access shall be provided to the Superintendent. The size, location, and number of bulletin boards and newsstands at each institution shall be determined by the local Appointing Authority after consultation with the designated local Business Representative. The Union shall be provided space outside the secure perimeter at each institution and at each off-site office for a Union newsstand. The newsstand shall be provided by the Union. Management retains the right to approve or disapprove the design. Material posted on bulletin boards or in the Union-designated newsstands shall be the responsibility of the Union and shall relate only to Union activities or issues. The Union shall provide Management the name of the Union representative(s) designated to be responsible for the Union bulletin board and newsstand at each facility. No Union materials shall be posted on employer property except on the assigned bulletin board space, or in the Union-designated newsstands.

6.3 Information Requests. All requests for information from the Department by the Union shall be submitted in writing. Requests shall clearly identify what information is being sought and include the reason for the request. Requests shall not normally extend more than twelve months prior to the date of the request. Only the Secretary-Treasurer or designee from the Union shall submit requests for information. Requests shall be submitted to the Headquarters Labor Relations Section, unless the context of the information request relates to a local issue at a single location. When the Union submits a request for information that Management believes is unclear or unreasonable, or which requires the creation or compilation of a report, Management will contact the Union and the parties will discuss the scope and costs associated with the request.

6.4 Annual Shop Steward Seminar. Management agrees to release six (6) shop stewards from each major facility and three (3) shop stewards from each stand alone minimum facility for the Union's annual Shop Steward Seminar. The seminar will be conducted on a single day in March of each year, unless mutually agreed otherwise. The Union shall give thirty (30) calendar days advance notice of the Shop Steward Seminar to the Headquarters Labor Relations office. Management shall approve vacation leave, compensatory time, or leave without pay for shop stewards to attend the seminar. Additional vacation leave, compensatory time or leave without pay will be approved in order for shop stewards to travel to and from the seminars. The shop steward and Local Management shall mutually agree to the appropriate amount of travel time.

6.5 Future Contract Negotiations. One month prior to the commencement of future collective bargaining agreement negotiations, the Union agrees to notify Management, in writing, of the names and institutions of employment of its twelve (12) negotiating team members (one from each institution) who are employees of the Department. The first twelve (12) days that formal negotiation sessions are held shall be

administrative leave for Union negotiation team members who are scheduled to work. Management shall grant requested vacation leave, compensatory time, or leave without pay for required travel to and/or from formal negotiation sessions. If negotiations are scheduled on the employee's day off, any travel day shall be considered as part of the first twelve (12) days of administrative leave referenced above. All travel expenses for Union team members shall be paid by the Union.

6.6 Employment With The Union. Management may release employees to participate in union project activities of a specified duration upon request of the Teamsters Local Union No. 117 Secretary-Treasurer, or designee, to the appropriate Deputy Secretary. The request shall cite the duration of the assignment. No more than one (1) Department employee shall be released from any facility/location at any given time. The employee shall use vacation leave, compensatory time, or leave without pay for this purpose and shall give thirty (30) calendar days advance notice of any scheduled activity request. At the beginning of the project, the employee shall surrender all state issued items including their badge and uniforms to the Department and complete a "Report of Outside Employment" form.

ARTICLE 7
REPRESENTATIONAL ACTIVITIES

7.1 Right To Representation. Upon request, employees shall have the right to representation at all levels on any matter affecting their conditions of employment as prescribed by this agreement. Except as otherwise specified in this Agreement, representation shall not apply to routine discussions with an employee in the normal course of duty, such as giving instructions, informal discussions, delivery of paperwork or other routine contacts between an employee and a supervisor.

7.2 Shop Steward Representational Activities. At the request of the affected employee, shop stewards will be allowed work time at meetings scheduled by Management for the following representational activities:

(A) Grievances, including attempts at informal resolution;

(B) Incidents where employee misconduct has been, or may be, alleged in writing;

(C) Corrective actions, when it will be documented in writing and placed in the employee's personnel file;

(D) Employee performance evaluation conference(s);

(E) Any investigation regarding alleged misconduct; and

(F) Pre-separation meetings.

Shop stewards shall experience no loss of salary nor shall off-shift meeting time be considered as "time worked" for purposes of computing call back or overtime.

7.3 Authorized Work Time. Unless operating needs exist, shop stewards shall be authorized work time during their normal working hours to represent employees as outlined in Article 7.2 provided:

(A) The shop steward promptly notifies his/her supervisor of the need to be present at such meetings and receives approval;

(B) It is for a specified time period; and

(C) The Shop Steward is not working on a specific task that requires immediate attention.

For purposes of this Article, "operating needs" means circumstances where operational concerns of Management outweigh the necessity for immediate representation, such as emergencies, emergency exercises, lock downs, and disturbances. In such instances, every effort will be made to reschedule the meeting so that a shop steward may attend the meeting during the shop steward's normal working hours.

7.4 Conduct At Meetings. During all meetings, participants shall conduct themselves in a professional and courteous manner.

7.5 Shop Steward Designation. Management recognizes the right of the Union to designate who shall serve as a shop steward in a particular case. Nothing herein shall be construed as restricting the right of the Union to designate who shall serve as a shop steward in a particular case. The designated shop steward will be from the same institution as the employee, unless no shop steward is available, at which time the Union may designate a shop steward from another institution. In those cases where the Union designates a shop steward from another institution, the Shop Steward shall be off-duty.

7.6 Identification Of Business Representatives. The Union shall provide to the DOC Headquarters Labor Relations office a current list of all full and part time Business Representatives and the Institution(s)/office(s) for which they are responsible. The Union shall notify Management of any and all changes of Business Representatives within ten (10) calendar days of the change.

7.7 Identification of Shop Stewards. The Union shall provide to Local Management a current listing of all designated shop stewards. The Union shall notify Local Management of any and all changes of shop stewards within ten (10) calendar days of the change. Management shall not be required to authorize work time to an on-duty employee to carry out representational activities as outlined in this article, if the name of the individual does not appear on the list.

7.8 Meeting Notices. A copy of meeting notices to discuss alleged employee misconduct, grievance meeting notices, or any other meeting notice involving employee corrective/disciplinary action shall be forwarded to the Union Headquarters office.

7.9 Steward's Badge. Shop stewards shall be allowed to wear an identifying steward's badge, provided by the Union, at all times while on Management's premises.

7.10. Access Privileges. Except in an emergency, Business Representatives shall be entitled to unescorted access to the Institutions, following completion of a DOC institution specific security orientation under the following conditions:

(A) Upon entering the facility, the Business Representative shall notify the Superintendent or designees of areas being visited;

(B) Advance approval must be obtained from the Superintendent or designee to visit control booths, towers, segregation, intensive management and mental health units;

(C) Business Representatives may meet and greet employees who are working but shall not engage in prolonged discussions, distribute materials, or remove employees from their post; and

(D) Visits to facilities by representatives of the International Union, or other Union officials may be allowed after discussion of the request between the Secretary-Treasurer and the OCO Deputy Secretary or designee.

The Union agrees to remain cognizant of the needs of the institution at all times. All activities will be conducted in a professional and courteous manner and in accordance with the security requirements of the institution.

ARTICLE 8
ALLEGATIONS OF MISCONDUCT/CORRECTIVE DISCIPLINARY ACTION

8.1 Standards For Corrective And Disciplinary Action. No employee shall be disciplined except for just cause as specified in the Merit System Rules. Management shall apply corrective and/or disciplinary action in a progressive manner as appropriate to the circumstances. Management shall notify the affected employee when corrective or disciplinary action is being taken.

8.2 Preliminary Investigation. A preliminary investigation may be initiated when Management has knowledge of potential misconduct by an employee. Employees who are to be questioned in a preliminary investigation shall be entitled, upon request, to Union representation during the interview as outlined in Article 7. Employees shall cooperate in any such investigation.

8.3 Employee Conduct Report. If the preliminary investigation shows evidence misconduct may have occurred, Management may prepare an Employee Conduct Report (ECR). The initiation of an ECR shall be the responsibility of a supervisor. The ECR shall be submitted to the affected employee within fourteen (14) calendar days of the date Management became aware of sufficient information to allege misconduct. The employee shall be notified, in writing, prior to being interviewed of the following rights:

(A) To have representation by the Union during the interview;

(B) To receive written notice of the allegations and an opportunity to respond;

(C) To decline to respond to questions during the interview; however, Management may proceed without benefit of the employee's comments;

(D) To not be subjected to polygraph examination;

(E) To have the investigation concluded without unreasonable delay; and

(F) To be presumed innocent until a finding of misconduct by the Appointing Authority or designee.

Management and the Union agree to continue utilizing the ECR process outlined in DOC Policy Directive 857.005 and as modified by this agreement, until such time as a new policy has been negotiated and mutually agreed to by the parties in accordance with the provisions of Article 5. When agreement has been reached, the parties agree that the new policy will supersede the investigation procedure outlined in this article.

8.4 Suspension/Extension of Timeframes. The timeframes for initiating and/or processing an investigation, issuing a final conclusion on misconduct, or issuing a notice of corrective or disciplinary action may be suspended/extended under the following circumstances:

(A) An Appointing Authority/designee suspects criminal activity;

(B) There is an internal investigation being conducted into alleged violation of agency policy related to discrimination and/or sexual harassment;

(C) An investigation is being conducted by an entity(ies) outside of DOC (e.g. State Auditor's Office, Human Rights Commission, Equal Employment Opportunity Commission, Executive Ethics Board, local law enforcement);

(D) The Appointing Authority/designee determines the investigation warrants an extension of time limits; or

(E) By mutual agreement of the parties.

8.5 Termination of Investigations. The Appointing Authority may terminate the ECR investigation during the investigative process if he/she discovers that:

(A) The allegations are false, or there is insufficient evidence to warrant a continuation of the investigation;

(B) The employee has left state service; or

(C) The employee admits to any and/or all of the allegations.

8.6 Interview of Employee. In all cases involving the potential for written corrective or disciplinary action, Management shall interview the employee prior to the formal action being taken. Upon request of the employee, a union representative shall be present. By mutual agreement of the parties, the interview may be tape recorded and the employee shall be entitled to a copy of the tape and any transcripts which may be made of the tape by the Department. During interviews or other meetings, participants shall not be subjected to abusive, coercive or threatening language or physical force. In the absence of mutual agreement to the contrary, the interview of the employee shall take place on departmental property. Interviews scheduled by Management of employees shall be considered as time worked and employees will receive overtime compensation for attendance at these meetings, if appropriate.

8.7 Availability of Employee Representative. If the employee's representative is unavailable at any requested time for an investigatory interview (excluding preliminary investigations), up to and including the administrative review with the Appointing Authority/designee, every effort shall be made by the parties to reschedule at a mutually agreeable time, within three (3) calendar days. Unless the parties agree to a longer period of time, the delay shall not exceed five (5) calendar days. Any agreed extensions shall also extend other pertinent time frames for a similar period of time.

8.8 Exceptional Cases. In those exceptional cases where the Appointing Authority is considering dismissing the employee as a result of the alleged misconduct, the rights defined in Article 8.3 may be provided to the employee at a pre-termination hearing. However, such exceptional cases shall be limited to cases where the employee is criminally charged with a felony, or cases where the employee's misconduct has posed a demonstrable and immediate threat to the safety or security of the institution.

8.9 Administrative Hearings. The affected employee shall receive a copy of the investigative report and all attachments as soon as possible after the investigative report is provided to the Appointing Authority/designee. Prior to any finding of misconduct, there shall be an Administrative hearing at which the Appointing Authority/designee reviews the investigative report, and provides the employee an

opportunity to respond. A final conclusion on the allegation of misconduct shall be issued no later than thirty (30) calendar days after the Appointing Authority or designee receives the investigative report.

8.10 Notice of Corrective or Disciplinary Action. A notice of corrective action will normally be provided to the employee within forty-five (45) calendar days from the date Management determines that corrective action is warranted. A notice of disciplinary action will normally be provided to the employee within forty-five (45) calendar days from the date the Appointing Authority determines that disciplinary action is warranted. If a notice of disciplinary action is not provided to the employee within the forty-five (45) calendar day requirement, the appropriate Deputy Secretary/designee must approve proceeding with the action.

8.11 Information Provided. If corrective or disciplinary action is taken, the employee shall be furnished a copy of all materials placed in the employee's personnel file related to the investigation.

8.12 Appeal Rights. Disciplinary action is not subject to the grievance procedure, although alleged violations of the investigatory process may be grieved by the employee. If disciplinary action is imposed, the employee shall be apprised of his/her rights of appeal as provided for in Personnel Appeals Board Rules, WAC 358-20-010. Management shall approve vacation leave and/or leave without pay for the employee who is the subject of the appeal to attend the hearing. If the Board sustains the appeal, in whole or in part, such leave shall be reinstated.

8.13 Right To Rebut Prior Corrective Action. If, in a disciplinary hearing Management refers to prior corrective action (not including performance evaluations) received by the employee, the employee shall have the right to rebut during the hearing the underlying factual basis and appropriateness of the prior corrective action.

8.14 Inmate Allegations and Grievances. Management shall not take disciplinary action against an employee based solely on an allegation from an inmate. An employee accused of misconduct by an inmate shall not be removed from his/her existing work assignment unless there is a safety/security concern, including security issues due to any allegation that involves a conflict between staff. An employee shall be allowed to view alleged staff misconduct grievances filed by an inmate that pertains to the employee. If the employee requests, the employee will be notified of the eventual outcome of the alleged staff misconduct grievances.

8.15 Anonymous Complaints. No corrective or disciplinary action shall be implemented based solely on anonymous charges or complaints.

8.16 Off-Duty Conduct. The off-duty activities of institutional staff may be cause for corrective or disciplinary action, if said activities are a conflict of interest as set forth in Chapter 42.52 RCW or are detrimental to the employee's work performance or the program of the agency. Employees shall be required to report all arrests to their

Appointing Authority/designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first. Employees shall report any court imposed sanctions or conditions that may affect their fitness for duty within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 Purpose. The purpose of this procedure is to provide for an orderly method for resolving grievances. The parties recognize that filing grievances concerning perceived problems or issues that have not been brought to the attention of Management is an inefficient and ineffective use of time and resources. The Union shall prevail upon all employees in the bargaining unit and designated Union representatives to make a diligent and serious attempt to resolve complaints at the earliest possible stage. Likewise, Management will prevail on all of its representatives to make every effort to resolve complaints at the earliest possible stage. The grievance procedure is not a substitute for and will not in any manner inhibit open communication between an employee and their supervisor. A determined effort by both Management and the Union shall be made to settle any difference or grievances at the earliest possible stage.

9.2 Grievance Defined. A grievance is defined as an alleged violation of:

(A) the provisions of this Agreement;
(B) the Merit System Rules (WAC 356);
(C) State Civil Service Law (RCW 41.06); or
(D) Written Department policy or directives, Institution field instructions, employee handbook and/or operating procedures pertaining to staff alleged by an affected employee (or by a group of employees with respect to a single common issue).

Alleged violations of Merit System Rules and State Civil Service Law are appealable to the Personnel Appeals Board under Title 358 WAC. Employees who elect to appeal such alleged violations to the Personnel Appeals Board shall not pursue grievances over the same issues. Management shall approve vacation leave, compensatory time, and/or leave without pay for the employee(s) who is the subject of the appeal to attend the Personnel Appeals Board hearing. If the Board upholds the employee's position, such leave shall be reinstated.

9.3 Union Issues and Concerns. The Union may pursue issues that meet the definition of a grievance as outlined in Article 5.9, Union/Management Committees.

9.4 Time Limitation For Filing A Grievance. A grievance may be filed by any affected employee(s) within twenty-one (21) calendar days after the date the alleged violation occurred, or the date the grievant became or should have become aware of the issue giving rise to the grievance. The employee or representative shall utilize this

twenty-one (21) calendar day period for attempting to informally bring about settlement. Attempts at informal resolution shall at a minimum include discussions with a Manager who has the authority to resolve the issue. The employee or representative shall indicate that the discussion relates to an issue of a potential grievance. In the absence of informal resolution, a formal written grievance may be filed.

The written grievance shall include the following:

(A) A statement of the pertinent facts surrounding the grievance;

(B) The date upon which the incident occurred;

(C) The steps take to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;

(D) The requested remedy;

(E) Name of individual representing the grievant, if known;

(F) A specific description of how each cited alleged violation has occurred (as defined in Article 9.2);

(G) Signature of affected employee(s) or the employee(s) representative. The affected employee(s) must sign the grievance prior to the Step 1 hearing; and

(H) In those cases where a grievance is filed by more than one (1) employee, the name of one (1) affected employee or representative who will serve as the primary contact/spokesperson throughout the process.

9.5 Requests For Clarification. Management will not be required to process a grievance until the information required by Article 9.4 (A) through (H) is provided. Grievances which do not meet the above conditions, or are otherwise unclear, shall be identified by Management and referred back to the employee or the designated representative for clarification. Clarification shall be provided, in writing, within seven (7) calendar days of receipt of the request for clarification. Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.

9.6 Requested Remedy. The remedy requested must be considered in the context of the issues presented in the written grievance and shall not exceed the authority of the Secretary, Department of Corrections.

9.7 Grievance Processing. A grievance shall be processed in the following manner:

(A) **Step 1.** The grievant or his/her representative shall present the grievance, in writing, to the local Human Resource office within the required time frames as outlined in this Article. During those hours when the local Human Resource office is closed, grievances may be placed in a designated drop box. The timeframes for hearing the grievance at Step 1 shall begin on the first day the Human Resource office is open. Within twenty-one (21) calendar days from the date the written grievance was filed, the grievant, and/or their representative, and the Appointing Authority or designee shall meet and discuss the grievance. Within fourteen (14) calendar days from the date of the meeting, the Appointing Authority or designee shall complete and forward a written response to the grievant (or contact/spokesperson in the case of a group grievance) and the Union Headquarters Office. The parties shall present all known facts and issues at the Step 1 level.

(B) **Step 2 — Grievance Resolution Panel.** If the grievance is not resolved at Step 1, the grievant and/or his/her representative may file an appeal to the Grievance Resolution Panel referenced in Article 10 ("Panel"). The appeal shall be sent to DOC Headquarters Labor Relations office within fourteen (14) calendar days after the grievant and his/her representative receives Management's written Step 1 response. The request to take the grievance to Step 2 must include:

(1) A copy of the grievance;

(2) A copy of the Step 1 response; and

(3) The reason(s) the Step 1 response is unacceptable.

The grievance shall be scheduled for hearing by the Panel in accordance with Article 10. If the Panel reaches a joint decision on the grievance, the decision shall be final and binding on both parties and the employee(s) involved.

(C) **Step 3.** If the Panel is unable to reach a joint decision on the grievance, the grievant or his/her representative may request mediation by the Department of Personnel within thirty (30) calendar days after the date of the Panel meeting.

(D) **Step 4.** If mediation fails to resolve the grievance, the grievant or his/her representative may request arbitration by the Personnel Resources Board within thirty (30) calendar days from the receipt of the Department of Personnel mediation decision.

9.8 Time Limits Essential. The parties agree that the time limitations provided in this article are essential to the prompt and orderly resolution of any

grievance, and that each will abide by the time limitations. To this end, grievances must be processed within the periods of time specified above. If a grievance is not appealed to the next step within the specified time limit, it shall be considered withdrawn. If Management fails to meet the time limitations specified, the grievant or his/her representative may appeal the grievance to the next step. Notwithstanding the above, the time limit for each step, including the initial filing of the grievance, may be extended by mutual agreement of Management and the grievant or his/her representative. Failure by the grievant to abide by all defined procedural requirements in filing and processing a grievance as outlined in this Article will result in the grievance being considered waived.

9.9 Step One Grievance Meetings. Management shall have discretion in scheduling Step 1 grievance meetings, provided that seventy-two (72) hours' notice will be provided to the grievant and his/her representative prior to the date and time of the meeting, and provided that every effort is made to schedule the meeting during the grievant's normal working hours. Grievance meetings held during off-duty hours of the grievant and/or representative shall not be compensated. Unless there is an emergent reason, failure by the grievant or the grievant's representative to attend and participate in a scheduled grievance meeting shall constitute waiver of the grievance.

9.10 Grievance Resolution Panel Meetings, Mediations and Arbitrations. Management agrees to approve vacation leave, compensatory time, or leave without pay for an employee representative, who is representing a grievant(s); or a grievant(s) or a contact/spokesperson, in cases where there is more than one (1) grievant, to attend the Grievance Resolution Panel meeting, mediation or arbitration.

9.11 Granting of Requested Remedies. Granting of the requested remedy(ies) shall constitute resolution of the grievance. If an employee accepts a proposed settlement at any step in the grievance procedure, or if the Grievance Resolution Panel does not deadlock and renders a decision, the parties shall consider the entire grievance resolved.

9.12 Completion of Service. Service on the parties is complete when personal service has been accomplished; or by facsimile or certified mail, or upon deposit in the United States mail properly stamped and addressed.

9.13 Union Discretion. The Union shall not be required to press employee grievances, if, in the Union's opinion, such lack merit.

ARTICLE 10
GRIEVANCE RESOLUTION PANEL

10.1 Authority of the Panel. Management and the Union shall continue to maintain a permanent committee for the resolution of grievances arising under this agreement. The committee shall be referred to hereafter as the Grievance Resolution Panel ("the Panel"). The Panel shall not have the authority to contradict, add to, or

otherwise modify the terms and conditions of this agreement. The Panel shall have the authority to interpret the provisions of this agreement, only to the extent that the interpretation is necessary to render a decision on the case currently being heard.

10.2 Panel Membership. The Panel shall consist of three (3) Management Panel members appointed by the Department, and three (3) Union Panel members appointed by the Union. If the case involves an institution or facility which a Teamsters Business Representative has been appointed to represent, or at which a Teamsters representative is employed, the representative may not serve as a Panel member during the hearing of that case. If the case involves an institution or facility where a Management representative is employed/located, the Management representative may not serve as a Panel member during the hearing of the case.

10.3 Panel Chairpersons. Management shall select one (1) of its members to act as Panel Co-Chairperson, and the Union shall select one (1) of its members to act as Panel Co-Chairperson.

10.4 Agenda And Decisions. The Management Co-Chairperson shall function as the Panel Secretary. The Panel Secretary or designee shall prepare and distribute the agenda and decisions for each meeting and shall keep the records of the Panel. The Panel Secretary shall be assisted by a support employee to be provided by Management.

10.5 Panel Meetings. The meetings of the Panel shall be held at least monthly and with sufficient frequency to allow for prompt resolution of the grievance caseload. The dates and times of Panel meetings shall be determined by mutual agreement of the Co-Chairpersons. Panel meetings shall commence at 8:30 a.m., and no case shall commence after 5:00 p.m., unless the Co-chairpersons agree to the contrary. The location of the meeting shall be determined by mutual agreement of the Co-Chairpersons, but shall rotate as needed between the east and west side of the State.

10.6 Case Scheduling. All cases to be heard by the Panel must be received by DOC Headquarters Labor Relations office no later than fourteen (14) calendar days prior to the hearing date. The Union shall be responsible for notifying those employees for whom they are representing of the date, time and location of their Panel hearing. Management shall be responsible for notifying all others.

10.7 Case Postponement. Local Management and the grievant or their representative have the right to postpone a case one (1) time. Notification of a postponement must be provided to the other party and the Co-Chairpersons seven (7) calendar days in advance of the hearing. Additional postponements will be permitted only by mutual agreement of both parties.

10.8 Representation At Panel. Presentation of cases before the Panel may only be done by the Union, employee representatives, individual employees, and representatives of the Department. Attorneys shall not present cases before the Panel.

All Panel participants, members and observers shall conduct themselves in a professional and courteous manner at all times.

10.9 Observers. Non-participants are permitted to observe hearings. Either Co-Chairperson shall have the right to exclude non-participants from the hearing room when necessary to protect the integrity of the grievance procedure or the sensitivity of the issue being grieved.

10.10 Procedural Objections. Either party may raise a procedural objection(s). Objections shall be filed in writing and submitted to DOC Headquarters Labor Relations Section, the Union's Headquarters office, and the other party (i.e. grievant, their designated representative and/or local Human Resources office) within seven (7) calendar days from notification of a Panel hearing being requested. The non-moving party may file a written response to the objection. The written response shall be filed within seven (7) calendar days of receipt of the written objection and shall be submitted to DOC Headquarters Labor Relations section and the Union. An administrative review on the procedural objections filed will occur during an Executive Session at the next scheduled Panel hearing. Both parties shall be notified of the Panel's decision. If the Panel:

(A) Is able to reach a decision on the objection, the Grievant and their representative shall be notified of the decision. The decision shall be considered final and binding on all parties.

(B) Is unable to reach a decision on the objection, the Panel may choose to hear the grievance on its merits. If the Panel chooses to hear the grievance, this does not preclude either party from raising the objection at further steps of the grievance procedure. The grievance will be heard at the next regularly scheduled Panel hearing.

10.11 Failure To Appear. When a case is scheduled for hearing and either of the parties fails to appear, the case will be dropped to the end of the agenda for the day. Unless there is an emergent reason, if neither the Grievant nor their representative appear for a scheduled grievance Panel hearing, the grievance shall be considered withdrawn.

10.12 Case Presentation. Representatives may make opening statements, present evidence supporting specific alleged violations, and present a closing argument. Eight (8) copies of all written material and exhibits to be presented to the Panel shall be provided to the Panel and the other party. The Grievant, as the moving party, shall present their case first. Presentations by the parties shall not exceed fifteen (15) minutes each and shall be limited to those issues raised in the written grievance. Panel members may ask questions of either party.

10.13 Executive Session And Decision. After completion of case presentation, Panel members shall go into executive session. Only Panel members and the Panel support person may be present during such sessions, and only the Panel members may participate in the deliberation. However, Panel members may take a caucus and/or

consult with participants and/or representatives at any time. During executive session, Panel members shall discuss the case and render a decision. If the Panel determines that further information is necessary in order to render a decision, the hearing will be reconvened. After a decision has been reached, all interested parties shall be called into the hearing room and advised of the decision. Any decision rendered by the Panel is final and binding on all parties to the case. If the Panel is unable to decide a grievance and deadlocks on the case, the grievant and/or their representative may request mediation by the Department of Personnel.

10.14 Additional Rules. Any additional procedural rules may be established by mutual agreement of the Panel Co-Chairs.

ARTICLE 11
BARGAINING AGREEMENT TRAINING

11.1 Purpose. It is to the benefit of the Parties that those local representatives of both Management and the Union responsible for the day-to-day administration of this Agreement have a common Union/Management understanding from which to begin its administration.

11.2 Training Responsibilities. Within ninety (90) calendar days of the date that the agreement is signed both Management and the Union will initiate a bargaining agreement training program. The Union will ensure that training is provided to current Shop Stewards, and Management will ensure that training is provided to Management and supervisory staff.

11.3 Shop Steward Training. To accomplish the foregoing, the Union shall present the trainings to current Shop Stewards at all institutions. Management agrees to release all Shop Stewards in order for them to attend a training. At each institution, one training shall be scheduled on each shift to last no longer than two (2) hours. This training will be considered time worked for those Shop Stewards who are on duty. Shop Stewards who voluntarily attend training during off-duty hours will not be compensated. The Union shall give fourteen (14) calendar days advance notice of the trainings to the Headquarters Labor Relations Office, and the trainings shall be scheduled at a mutually agreeable time.

ARTICLE 12
PERFORMANCE AND CAREER DEVELOPMENT

12.1 Education and Training. Management and the Union recognize the value and benefit of employee education and training designed to enhance employees' ability to perform their job duties and to prepare themselves for promotional opportunities.

12.2 Performance System Strategic Plan. Management shall develop and maintain a Performance System Strategic Plan which outlines organizational/staff development and performance improvement efforts at all levels of the Department. It is recognized that employees must have the opportunity to contribute to the development of the final plan. Management shall provide the Union the opportunity to consider and comment on the plan prior to completion by submitting a copy of the plan to the Union. At the Union's request, Management will discuss the plan with them.

12.3 Education, Training And Tuition Reimbursement. Employees are encouraged to further their personal and developmental goals through job-related and educational courses. Management will post a list of training course announcements provided to the institutions, which would assist employees in accomplishing these goals. Management agrees to provide tuition reimbursement, as available, to employees for successful completion of job-related and approved educational courses. Management agrees to provide reimbursement, as available, to employees for continuing education credits for successful completion of approved courses necessary to maintain required licenses or certifications.

12.4 Orientation And In-Service Training. Management agrees to provide orientation and in-service training, as well as professional development opportunities to employees in accordance with the Performance System Strategic Plan as budgetary constraints allow.

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

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

12.7 Sexual Harassment Training. The parties agree that sexual harassment shall not be tolerated within the workplace. Sexual harassment training shall be conducted during initial orientation for new employees and a copy of the policy will be provided.

12.8 Self-Defense Training. Upon request, non-custody employees shall be provided an opportunity to be trained in self-defense.

12.9 Policies Access. Each institution shall have available to employees during each shift, a copy of current DOC Policy Directives and institution field instructions pertinent to that institution.

12.10 Licensure And Certification. When a license and/or certification is required as part of the minimum qualifications for a job classification or the position is filled utilizing a selective certification, the employee shall be responsible for the cost of

the certification and/or license and all renewal costs. When a new certification/license is required, Management will reimburse the employee the cost of the certification/license and all renewal costs.

ARTICLE 13
SAFETY

13.1 Safety Standards and Principles. Management and the Union agree that the nature of work performed in correctional facilities by bargaining unit members is recognized as potentially hazardous. Therefore, the Union and Management will cooperate in the endeavor to maintain a safe, healthy, and drug and alcohol free work environment. Management agrees that no employee should work or be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Agency's Safety and Health Program, Department of Labor and Industries, State of Washington, and other applicable regulatory requirements.

13.2 Management Responsibilities. Recognizing the inherent risk(s) in a correctional setting, Management is obligated to provide a safe workplace and to educate employees on proper safety procedures and use of protective and safety equipment. Management is committed to responding to legitimate safety concerns raised by employees. Management will comply with federal and state safety standards, including requirements relating to first aid training, first aid equipment and the use of protective devices and equipment.

13.3 Employee Responsibilities. Employees are obligated to work in a safe manner, including but not limited to:

(A) Observation of safe practices governing their work;

(B) Use of proper safety devices and protective equipment as required by Management;

(C) Proper care for state-issued personal protective equipment; and,

(D) Prompt reporting to their immediate supervisor of any occupational injury or illness, regardless of the degree of severity.

13.4 Transportation of Inmates. Management agrees to provide sufficient staff for the transportation of inmates as required by agency policy.

13.5 Computer Terminals/Monitors.

(A) Employees required to operate computer terminals/monitors shall operate all equipment in keeping with the recommendations of the manufacturer and published guidelines adopted by the agency. Employees may request

the Occupational Nurse Consultant/designee and/or Information Technology staff to evaluate their work station for the purposes of:

(1) Adjusting for image quality;

(2) Ergonomic adjustments that enhance comfort and efficiency; and

(3) Safety and health practices in the use of the equipment.

(B) Subject to available funding, and based on an evaluation completed by the Occupational Nurse Consultant/designee, employees required to operate computer terminals/monitors the equivalent of twenty (20) hours per week shall be provided and shall utilize the following equipment:

(1) Chairs with adjustable back rests and seats;

(2) Wrist rests; and

(3) Adjustable screen hoods when needed.

13.6 Precaution and Prevention. Except as provided by Washington Administrative Code, all employees shall take necessary action through the proper use of personal protective equipment provided and mandated by the agency to prevent the spread of communicable, environmental and infectious diseases. Employees who are or could potentially be exposed to the body fluids of others shall have access at all times to disposable mouth coverings and gloves.

13.7 Posting of Safety Information. Management shall comply with state and federal requirements regarding the posting of safety-related information. The name and phone number of the Regional Safety Manager and institution Safety Officer/Representative shall be posted on all institution safety bulletin board(s). State safety regulation(s) shall be maintained by the institution safety officer/representative and shall be available upon request.

13.8 Safety Committees. A local institution safety committee shall be maintained and shall operate at each institution in accordance with Department policy and applicable Washington Administrative Codes.

13.9 Safety Committee Meetings. Safety committee meetings shall be held at least quarterly. The committee shall be responsible for determining the date, hour, location, and frequency of the meetings. Notices of local meetings shall be posted on designated institution safety bulletin board(s), and a copy will be sent to the Union. Safety committee members shall not lose pay or related benefits as a result of their attendance at safety committee meetings.

13.10 Safety Committee Responsibilities. The safety committee shall:

(A) Review safety and health inspection reports;

(B) Assist in correction of identified unsafe conditions or practices;

(C) Evaluate accident investigations to determine if the cause of the unsafe condition involved was properly identified and corrected;

(D) Evaluate the accident and illness prevention program and discuss recommendations for improvement where indicated; and

(E) Evaluate the availability and condition of protective clothing/equipment, and evaluate the development of new protective clothing/equipment.

Committee recommendations will be forwarded to the Superintendent for review and action, as necessary. The Superintendent will report such action/information to the Safety Committee, as soon as possible.

13.11 Safety Committee Meeting Minutes. Minutes of safety committee meetings will be taken and kept on file at the local institution and Department of Corrections' headquarters safety office. The minutes shall be posted on the designated institution safety bulletin board(s). Minutes will be reviewed by the committee for any corrections and final adoption at the next Safety Committee Meeting. A copy of the minutes will be sent to the Union.

ARTICLE 14
VACANCIES, PROMOTIONS AND APPOINTMENTS

14.1 Notification of Vacancies, Relocations and Abolishments. Management will fill vacant positions as soon as possible under prescribed state regulated procedures and in accordance with the Merit System Rules. Management agrees to notify the Union in writing of their intent to abolish funded positions, hold vacant a position for thirty (30) calendar days or more, or relocate funded positions to another institution/regional office. In accordance with Article 4 of this Agreement, the Union may request discussions and/or negotiations with Management regarding the impacts on employees' working conditions when positions are proposed for relocation or abolishment.

14.2 Examination Announcements. All State Personnel examination announcements provided to the institutions shall be posted as soon as available, so as to provide all employees the opportunity to apply, be tested, and placed on a register for the job classification.

14.3 Promotional Opportunities and Procedures. Management will promote its employees under prescribed state regulated procedures, and will continue to provide opportunities for qualified employees to advance themselves within the Department.

Management will first consider for temporary promotional appointments those employees who are on the current register for that classification.

14.4 Promotional Referrals and Notification. All applicants within the bargaining unit certified to Management from promotional registers shall be notified of their referral and subsequent action taken. Employees referred but not promoted may, within seven (7) calendar days from the date of notification of non-selection, request from the Appointing Authority or designee the reasons for not receiving the promotion. When requested by the employee, the reasons shall be provided, in writing, by the Appointing Authority or designee.

14.5 Selective Certifications. Local Management shall notify the Union Headquarters Office at the time a request for selective certification on an individual position within the bargaining unit is submitted to the Department of Personnel.

14.6 Temporary and Intermittent Appointments. Management agrees that no temporary appointment will be made, unless to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted to establish a register, or as otherwise provided for in the Merit System Rules. Management agrees that no intermittent appointment will be made unless the nature of the work is intermittent in character, fitting no particular pattern, or as otherwise provided for in the Merit System Rules. Management agrees that temporary and intermittent employees will meet the minimum qualifications for the classification, and will be provided on-the-job training regarding the equipment and procedures necessary to perform the basic duties of the position to which they are assigned. Temporary and intermittent Correctional Officers shall receive Correctional Officer Academy training/Correctional Worker CORE within the equivalent of six months full-time work, provided there are vacancies at the academy and the employee is available to attend the training. If there are other situations that arise, where a temporary/intermittent Correctional Officer is unable to attend the training within the required timeframes the Union will be notified.

14.7 Withdrawal Rights. Permanent employees have the right to withdraw a resignation or a notice of transfer, promotion and/or demotion to another region/institution or another state agency by submitting a written notice of such withdrawal at any time within 72 hours (excluding Sundays and holidays) after submission of the notice. The Appointing Authority thereafter may accept a withdrawal of any such notice at any time prior to the effective date.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

15.1 Out of Classification Pay. An employee who is designated, in writing, by Management to assume the duties of a higher classification for three (3) consecutive calendar days or more, will be compensated according to the Merit System Rules

governing promotion. Management shall not rotate employees out of a working out of classification assignment in order to avoid payment to the employee.

15.2 Training and Developmental Opportunities. The provisions of this Article do not take effect if the assignment is part of a developmental opportunity or the employee is in a position that is designated as in-training pursuant to Merit System Rules and this Agreement.

15.3 Right to Decline Out of Classification Assignment. Unless other on-duty employees are unavailable to work in the higher classification, an employee may refuse an assignment to work in the higher classification, except in those positions where the classification specification allows for the assignment of such duties.

15.4 Job Classification Requirement. When the term, "Performs other work as required," is incorporated into the text of an official job description as a typical task, the assignment of such work on a regular and ongoing basis shall be within the basic program or schematic concept of the classification. Employees shall not regularly and on an on-going basis, be assigned duties foreign to the concept of their job classification.

15.5 Utilization of WMS Employees. Washington Management Service employees shall not routinely be utilized in place of bargaining unit employees in a manner inconsistent with their position description, except for emergencies, training purposes, or in the case of recruitment difficulties.

15.6 Current Classification Questionnaire. All positions shall have a current classification questionnaire (CQ). The CQ will reflect the duties and responsibilities assigned to the position. A new CQ will be completed if changes in duties and responsibilities would affect position allocation, or as provided in the Merit System Rules.

ARTICLE 16
HOURS OF WORK

16.1 Definition. For purposes of administering this Article, hours of work shall include:

(A) All time an employee is required to be on duty on the employer's premises or at a prescribed workplace; and

(B) Required attendance at lectures, meetings, training programs and similar activities. Where such attendance is required away from the employee's work site, hours of work shall be computed in accordance with applicable laws and statutes.

Time spent commuting on the boat shall not be considered as on-duty time. Employees who are assigned work to be performed during the commute shall be compensated appropriately.

16.2 Meal Periods. In exchange for the ability to work a straight shift, Management and the Union agree to supersede the meal period regulations adopted by the Department of Labor and Industries in WAC 296-126-092 and administrative guidelines under the Industrial Welfare Act. Meal periods, when designated, shall not exceed one (1) hour and shall, if feasible, be scheduled in the middle of the work shift.

16.3 Rest Periods. Management and the Union agree to supersede the rest period regulations and policies adopted by the Department of Labor and Industries in WAC 296-126-092 and administrative guidelines under the Industrial Welfare Act. The parties agree employee rest periods will not require a relief from duty and may occur intermittently. Employees' work schedules shall provide an opportunity for a rest period of not less than ten (10) minutes during each one-half shift at or near the middle of each one-half shift. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten (10) minutes for each four (4) hours worked, scheduled rest periods are not required.

16.4 Scheduled Days Off. Except in cases of emergency, no employee shall be required to return to his/her place of employment on his/her scheduled day off.

16.5 Shift Exchange. The shift exchange system shall not be used to circumvent the bid system by significantly altering an employee's work week or supervisory chain of command without prior approval of the Appointing Authority. Employees within the same classification within an institution shall be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

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

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

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

(D) Employees shall not submit requests for shift exchanges which would cause the employee to work in excess of forty (40) hours in the workweek.

Each employee will be considered to have worked his/her regular schedule.

(E) For shift exchanges which occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless who physically worked on that day.

(F) The failure of an employee who has exchanged shifts to work the agreed upon shift without appropriate cause may be a basis for corrective and/or disciplinary action.

16.6 Scheduled Work Period Classification.

(A) The regular work shift for scheduled standard employees shall consist of not more than eight (8) consecutive hours of work in a 24 hour period (except for scheduled alternate or scheduled unlisted positions as provided for in the Merit System Rules). For scheduled standard employees, the work shift shall consist of five (5) consecutive uniform work shifts followed by two (2) consecutive days off.

(B) The Business Representative shall be notified of intended deviations from, or can initiate discussions of desired deviations from, scheduled standard work week criteria requiring the request of scheduled alternate or scheduled unlisted workweek designations.

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

16.8 Exception Work Period Classifications. The hours of work employees in exception work period classifications shall be governed by the provisions of the State Department of Personnel, Compensation Plan Appendix (MSR Chapter 15), except that employees working in exception work period classifications, who do not receive additional compensation or other form of recognition for unusual or extra hours of work shall not normally be expected to work in excess of an average of forty (40) hours per week.

16.9 Notification of Shift or Schedule Change. Management shall provide scheduled work period employees with seven (7) calendar days' notice of a shift and/or days off change unless the change is at the written request of the employee. Failure to provide proper notice will result in the employee being compensated in accordance with the Merit System Rules. In the event of an emergency, such as fire duty, riots, etc., contingency scheduling in accordance with the Merit System Rules shall apply.

16.10 Holiday Assignment. Management has the discretion, based on operational necessity, to assign employees to work holidays, or to not work holidays.

16.11 Scheduled Alternate Workweek. Staff in positions not requiring mandatory relief may request Management to consider the establishment of scheduled alternate work schedules. If a request for an alternate work schedule is denied, Management will meet with the employee and discuss the reason for the denial. In accordance with Article 5, Union/Management Committees, the Union may request discussion of the establishment of scheduled alternate work schedules for staff in positions not requiring mandatory relief.

16.12 Workload. Employees have the right to be assigned a workload that can be performed within their work hours. Employees shall inform their supervisor when, on a continual basis, they are unable to complete their assigned work within required timeframes. When an employee notifies their supervisor they are unable to complete their assigned work, the supervisor shall set specific priorities for the employee.

ARTICLE 17
OVERTIME

17.1 Determination of Overtime. Management has the right to require an employee to work overtime. When Management determines that overtime is necessary and determines to assign such overtime to a bargaining unit employee, Management shall:

(A) Identify the job classification to be assigned the overtime, the number of positions requiring overtime, the specific post assignments and the anticipated duration of such overtime.

(B) Assign overtime as voluntary or mandatory, as set forth in this Article.

17.2 Volunteer Sign-up List. Volunteer overtime will be assigned from one (1) volunteer overtime sign-up list. The volunteer overtime sign-up lists for each day and each shift for an entire month shall be posted by the 15th of the preceding month. The voluntary overtime sign-up sheet shall be posted by job classification and shall have a column for: employee name, time and date signed up, unbroken state service date, shift and days off, and work extension telephone number. The volunteering employee shall complete all columns on the sign up list. An employee shall not specify the post(s) they are available or not available to work on overtime. The voluntary sign-up list shall also have a column that allows volunteering employees to remove their name from the list. Employees may remove their name (in person, by radio, telephonically, or by initialing the appropriate column on the list) from the sign-up list prior to the removal of the list. Four (4) hours prior to the shift requiring overtime, the sign-up list will be pulled and no further additions or deletions will be made.

17.3 Eligibility for Voluntary Overtime. All employees shall be eligible to sign-up for voluntary overtime except those:

(A) Who are on temporary reassignment to home; or

(B) As provided in Article 17.10 and 17.11.

17.4 Voluntary Overtime. All available positions on each shift shall be offered to the employees on the voluntary sign-up list based on unbroken state service date. Volunteers may select any position available, but on-duty employees who have signed up on the volunteer overtime list for the next scheduled shift may not refuse an assignment of overtime. However, if a prescheduled overtime assignment is unavailable because the position has been filled, the employee volunteering for such prescheduled overtime may decline a different overtime assignment. Management will fill vacancies in advance of those shifts where vacancies are known. Supervisors responsible for assigning overtime may fill known vacancies up to two weeks in advance using the volunteer sign-up list. Management will document the date and time each assignment is made. In the event the most senior employee is not on duty or cannot be reached, i.e. no answer, the next employee in descending order will be contacted. A good faith effort must be made and documented to contact volunteers in a timely manner to ensure they have enough time to arrive at work in advance of the shift in question. Telephone calls placed to employees who are off duty who have volunteered to work overtime shall not be considered as work time. Once an employee has accepted an overtime assignment they cannot refuse to work that overtime assignment. Employees that are assigned to work overtime as a result of signing up on the volunteer sign-up list shall not be entitled to callback compensation.

17.5 All Call. After the voluntary sign-up list has been exhausted and prior to the assignment of mandatory overtime, Management shall solicit volunteers on duty ("All Call"). If more than one employee responds to an All Call, Management will offer all available positions on a first-come, first-served basis. If there are still insufficient volunteers after the All Call, Management may assign mandatory overtime.

17.6 Mandatory Overtime. When mandatory overtime is assigned, it will be assigned to employees on duty in inverse order by unbroken state service date. In those cases where two (2) or more employees are assigned to mandatory overtime and qualified relief becomes available, the employee with the longest period of unbroken service, shall normally be provided the first opportunity to be relieved from duty. The inverse order will be re-established when the list has been exhausted (employee with the longest period of unbroken state service has worked his/her mandatory overtime) or at the beginning of each month, whichever occurs first. An employee shall only be subjected to one (1) mandatory overtime assignment per cycle. Staff who have worked two (2) hours or more following the end of their shift, will be considered to have worked their mandatory overtime. Upon request, shift rosters indicating mandatory overtime assignments shall be available for review by the Union.

17.7 Exemptions From Mandatory Overtime. Except in an emergency, employees shall be exempt from mandatory overtime under the following conditions:

(A) Employees on duty for their last remaining shift before an approved vacation.

(B) An employee assigned to work mandatory overtime shall be excused if the employee finds an on-duty qualified substitute in a timely manner. Such substitution shall be without regard to unbroken state service date and will count as the substitute's mandatory overtime requirement for that cycle.

(C) Employees who have volunteered and worked an overtime shift of two (2) hours or more during the current cycle, pursuant to the terms of this Article.

(D) Employees who have a medical condition that is documented in writing by a physician, physician assistant, or licensed mental health professional which specifically precludes them from working beyond their regularly scheduled shift and whose medical restrictions are for a period of sixty (60) calendar days or less. Extensions of exemption due to a medical condition can be requested by the employee and may be approved by the Appointing Authority, upon receipt of medical documentation, on a case-by-case basis.

(E) A one-day exemption from mandatory overtime up to three (3) times per calendar year for day care, medical appointments, or for those employees working towards a degree in higher education course of study. Employees enrolled in higher education shall provide Management their class schedule at the time of enrollment. The employee shall provide documentation of all medical appointments where the exemption was granted. The affected employee will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday.

(F) If an employee has not had any unscheduled absences in the past ninety (90) calendar days, they may claim an exemption from the current or next mandatory cycle. The exemption must be used within thirty (30) calendar days of earning the exemption. Only one (1) exemption can be earned for each ninety (90) calendar day period with no unscheduled absence. Once an exemption has been earned a new ninety (90) calendar day period shall begin.

17.8 Failure to Work Mandatory Overtime. Employees who report themselves or a family member ill and are unable to work mandatory overtime will be the

first to be called when mandatory overtime is required and the employee is on a scheduled workday.

17.9 Callback Pay. Employees who have been properly relieved and whose shift hours have ended shall not be required to work mandatory overtime without penalty of callback pay.

17.10 Denying Assignments of Overtime. The supervisor responsible for assigning overtime may deny a request by an employee to work voluntary overtime and/or a mandatory overtime assignment under the following circumstances:

(A) The employee does not have the current qualifications or certifications necessary to carry out the duties of the overtime position; or

(B) For reasons that if allowed a violation of this Agreement and/or the Merit System Rules would occur.

17.11 Maximum Overtime. Except in an emergency, employees may not be compelled or allowed to work:

(A) More than sixteen (16) hours in a twenty-four (24) hour period; or

(B) More than two (2) consecutive days of overtime. A day of overtime shall be considered two (2) hours or more.

17.12 Accurate Eligibility Reporting. Employees are responsible for accurately reporting their eligibility for voluntary overtime.

17.13 Authorized Leave With Pay Is Time Worked. For purposes of computing overtime, all authorized leave with pay shall be considered time worked. The amount of overtime earned shall be based upon the chart on the Leave Request form. Employees may submit to Management and retain a copy of an Overtime Request/Approval form (DOC 03-022) in order to document and verify overtime worked. Overtime hours worked shall be reported and paid based upon the shift summary or a weekly attendance report.

17.14 Telephone Contact. Employees who are required to work beyond their regular quitting time shall be allowed to telephonically communicate (within thirty (30) minutes of notice) the need for overtime to affected individuals, except in the case of emergency.

17.15 Intermittent Employees. Management may assign intermittents to work prior to assigning overtime.

17.16 Off-Site Overnight Inmate Crew Response Assignments. Management and the Union agree that for those institutions providing emergency off-site, overnight

inmate crew response to such things as forest fires, flood control, etc., assignments shall occur under the following process. Management will assign qualified employees. Management will maintain separate voluntary sign-up lists for Correctional Officers, Correctional Sergeants, and Cook AC's by unbroken state service date. The off-site, overnight assignment list shall be established and begin on January 1st of each year and end December 31st, beginning at the top of the list and proceeding down in order except as outlined below:

(A) When an employee agrees to accept or decline an off-site, overnight assignment, his/her name will be crossed off the list, he/she shall not be considered again until every one else on the list has either worked an assignment or declined the opportunity.

(B) When Management is unable to reach an employee, the employee shall not lose their place in order on the list.

(C) In those cases where no employees volunteer to work an off-site, overnight assignment, employees will be assigned in inverse order of unbroken state service from the entire facility custody roster, not necessarily the shift the emergency occurs on.

(D) Employee(s) who are assigned to work these assignments for a period of twenty-four (24) hours or more will be on "extended duty assignment", and will be compensated in accordance with the Merit System Rules.

(E) Once the list has been established new names may be added in order of unbroken state service subject to the approval of the Appointing Authority or designee.

When crew supervision training is provided by the Department of Natural Resources, employees eligible for such assignment will be given opportunity to attend the training. Employees who attend the training will be selected from the voluntary sign-up list in accordance with Article 17.2. The overtime limitations outlined in Article 17.11 shall apply. Employees assigned to attend the training shall not have their names removed from the off-site overnight assignment list.

17.17 Project Employees. Project employees who have not held permanent civil service status within the job classification, shall not volunteer for or be assigned overtime outside the project. Required overtime within a project may first be assigned to qualified employees within the project by longest period of unbroken state service. The process for assigning the overtime shall follow the procedure outlined in this Article.

17.18 Overtime Compensation For Positions Designated as Scheduled Work Period.

(1) Cash payment for overtime at the rate of time and one-half shall be paid for all employees who are working in a position designated by the current compensation plan as being a scheduled work period under any overtime condition including the following:

(A) All work on holidays. Employees required to work a holiday shall have the choice of receiving cash payment or compensatory leave accrual and shall notify their supervisor of that choice prior to working the holiday overtime.

(B) All work required in excess of eight (8) hours in any workday, if the employee is working an eight (8) hour shift. If the employee is working more than an eight (8) hour shift, all work in excess of the employee's regularly scheduled shift.

(C) All work required in excess of forty (40) hours in any workweek.

(D) All work required before and/or after any scheduled work shift.

(E) All time required outside the regular working hours for travel on agency business, unless scheduled at the convenience of the employee.

(2) An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory time off is not automatic, must be approved in advance, and shall be contingent upon the availability of a relief employee(s). Relief may be defined as including authorized intermittent employees. Compensatory time shall not be used in lieu of sick leave, unless approved in advance by the Appointing Authority.

17.19 Overtime Compensation For Positions Designated as Non-Scheduled Work Period.

(1) Cash payment for overtime at the rate of time and one-half shall be paid for all employees who are working in a position designated by the current compensation plan as being a non-scheduled work period under any overtime condition including the following:

(A) All work on holidays. Employees required to work a holiday shall have the choice of receiving cash payment or compensatory leave accrual and shall notify their supervisor of that choice prior to working the holiday overtime.

(B) All work required in excess of forty (40) hours in any workweek.

(C) All time required for travel on agency business in excess of forty (40) hours in any workweek, unless scheduled at the convenience of the employee.

(2) An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory work time off is not automatic, must be approved in advance of the absence, and shall be contingent upon the availability of relief employee(s). Relief may be defined as including authorized intermittent employees. Compensatory time shall not be used in lieu of sick leave unless approved in advance by the Appointing Authority.

17.20 Overtime Compensation For Positions Designated as Exceptions Work Period. Exceptions work period employees are not normally paid overtime compensation. However, if because of unusual circumstances they are required to work excessive amounts of time outside their ordinary working hours, the Merit System Rules will be followed.

17.21 Cash Out Of Compensatory Time. Accrued compensatory time may be voluntarily cashed out at anytime.

17.22 Management Right To Assign. Nothing in this article precludes Management from utilizing off-duty staff, which requires the payment of callback, or utilizing an individual to complete a specific assignment.

ARTICLE 18
CALL BACK

18.1 Call Back Pay. Scheduled work period employees who are not notified prior to their scheduled quitting time, either to return to work after departing the work site or to change the starting time of their next scheduled work shift, shall receive call back pay in accordance with the Merit System Rules.

18.2 Work Site Defined. Work site is defined as the employees' location(s) when the assigned work shift has begun until the work shift has ended; and when required, the employee is properly relieved.

18.3 Late Relief. Scheduled work period employees shall not be entitled to call back pay due to late relief. Once Management learns of a situation involving late relief, Management will notify the affected employee(s) as soon as possible.

ARTICLE 19
BID SYSTEM

19.1 Definitions. For purposes of this Article the following definitions shall apply, unless the context clearly indicates otherwise:

(A) Position: A particular combination of post, shift and days off.

(B) Post:

(1) Single or individual assignments with a defined set of job duties;

OR

(2) Inmate living units including intensive management units, segregation, mental health units, and the Youthful Offender Program.

These duties may be common to one or more employees working at one or more locations.

(C) Assigned Positions: Positions filled by other than a bid.

(D) Bid Positions: Positions filled as a result of a bid.

(E) Operational Need: A circumstance encompassing one or more of the following:

(1) Training;

(2) Safety, where the continued assignment of an employee in a position is considered a threat to the safety of the employee or others;

(3) When there is a need to balance the skills or experience of staff in a particular area.

(4) An emergency, such as a fire, riot or disturbance.

(5) Assignment to off-site or overnight inmate crew response to such things as flood control, forest fire, etc.

(6) Documented medical reasons that necessitate the reassignment of the employee. The duration of the reassignment shall be determined by a physician's medical statement indicating how long

the employee should be reassigned. Management shall require a release from a physician prior to the employee returning to his/her former position.

(7) Special qualifications for particular tasks, such as translation of foreign languages or gender searches.

(8) Employee investigations where it is necessary to temporarily reassign an employee pending investigation of a charge of misconduct and pending any resolution of a finding of misconduct against the employee.

(9) Documented performance deficiencies where the employee has a demonstrable inability to perform the job after receiving the training necessary to perform the job.

(10) Litigation against or relating to the employee where it is necessary to reassign an employee to avoid difficulties in the defense of the litigation.

(11) Rotational assignment out of Intensive Management, Segregation, Mental Health Units, or the Youthful Offender Program.

(12) To correct a supervisor-subordinate (to include the entire chain of command) nepotism relationship.

(13) Failure to maintain compliance with statewide minimum standards of the position.

(14) Court order necessitating the reassignment of a staff member.

19.2 The Bid System. Local Management shall establish and maintain a referral system so that all permanent employees may submit bids to other scheduled or non-scheduled work period positions in the same job classification in which they currently hold permanent status. Employees shall be eligible to bid at the time he/she completes their probationary and/or trial service period within their current job classification. Permanent employees may also request voluntary demotion to positions in classifications in which they have previously held permanent status using this same referral system. This intra-institutional referral system shall be known as the bid system.

19.3 Required Elements of a Bid. Bids shall indicate the employee's choice of shift, post and days off and the position number of the desired position. In the case of voluntary demotion, the bids shall also state the classification to which demotion is being requested. The employee shall be responsible for the accuracy of his/her bids. Each bid shall remain active for a period of one (1) year from the date submitted by the employee.

19.4 Withdrawal of Bids. Employees may withdraw their bids, in writing, at any time prior to the referral. Any bids submitted subsequent to the date a vacancy is considered to have occurred shall not be considered for that vacancy, except as provided for in Section 19.5 of this Agreement.

19.5 Position Changes. When a position is established or a vacant position is reallocated, the position must be posted for seven (7) consecutive calendar days for the submission of bids by eligible employees.

19.6 Vacancy Defined. A vacancy occurs when:

(A) Management is notified, in writing, by an employee occupying a position that the employee intends to vacate his/her position; or

(B) Management notifies an employee occupying a position, in writing, that the employee will be removed from his/her position; or

(C) Management notifies a Correctional Officer 1 that he/she is being reassigned to a different position; or

(D) A position's assigned days off change by one or more, or post changes; or shift hours change by more than two hours. In these cases, if the position is filled at the time of the change, the incumbent may elect to remain in the position and shall retain his/her bid rights. If the incumbent elects not to remain in the position, s/he will be reassigned to a vacant position, and their bid eligibility restored. The vacated position will be posted for seven (7) consecutive calendar days. In those cases where there is more than one vacant position, the incumbent under this section shall have the right to choose to which of the vacant positions s/he wishes to be assigned. If there is more than one incumbent under this section, the incumbents will be permitted to choose among the vacant positions in order of longest period of unbroken state service.

19.7 Awarding of Bids. Except as otherwise noted in Article 19.6 (D) above, whenever a vacancy occurs, Local Management shall review the bids to determine if any employee has submitted a bid or voluntary demotion to that position. Management shall consider all bids and voluntary demotion bids in order of longest period of current unbroken state service. If the vacant position has any bona fide special requirements or qualifications, only those employees who meet the required criteria shall be considered for the position. The senior employee who is able to perform the duties of the bid position shall be appointed to the position. Each senior employee considered, but not appointed, shall be notified in writing regarding the reason(s) why s/he was not appointed. Bid referrals will be requested at the same time for any vacancies that occur between 8:00 a.m. and 7:59 a.m. the following morning. Bids are frozen at the time the vacancy occurs. In those cases where referrals are requested on multiple positions at the same time, and an employee is the senior employee on more than one (1) position, the

affected employee shall be provided the opportunity to select the position he/she will be awarded. If the senior employee is not available within a twenty-four (24) hour period, the decision will be made by the drawing of a lot with a Shop Steward present.

19.8 Segregation, Intensive Management, Mental Health Unit and the Youthful Offender Program. Employees may submit a bid or voluntary demotion bid to a Segregation Unit, Intensive Management Unit, Mental Health Unit, or the Youthful Offender Program utilizing the bid system.

(A) Providing they meet the following criteria, employees who submit a bid or voluntary demotion request shall be considered for assignment into a position in a Segregation Unit, Intensive Management Unit, Mental Health Unit or the Youthful Offender Program:

(1) The employee has demonstrated the skills, aptitude, and overall suitability for such work; and

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

(3) There is no pending disciplinary action, involving reductions-in-pay, demotions or suspensions.

(B) This sub-article applies to all full time positions within a Segregation Unit, Intensive Management Unit, Mental Health Unit, and Youthful Offender Program and/or positions assigned to an Intensive Management Unit, Segregation Unit, Mental Health Unit or Youthful Offender Program for three (3) or more days during the workweek. Management retains the right to permanently reassign and/or temporarily reassign an employee into and/or out of an Intensive Management Unit, Segregation Unit, Mental Health Unit, or the Youthful Offender Program. Such determination may include a fitness for duty assessment.

(C) If an employee who has bid for the position is not selected, the reason will be provided, in writing, to the affected employee.

19.9 Bid Commitment. When an employee has been awarded a bid, the employee will be committing himself/herself to request no other bids for a minimum of six (6) months. The six (6) month period will begin on the date the employee is awarded his/her bid. At time of notification of selection all other active bids the employee has on file will be removed from the bid system. However, if after transfer the shift, post, or days off of the position are unilaterally changed the employee will again be eligible to bid.

19.10 Permanent Bid Exchange. Nothing in this procedure shall preclude employees the right to permanently exchange bid positions provided:

(A) The bid exchange is voluntary, and is requested and agreed to in writing by both employees; and

(B) There are no bids by any employee on either position, and

(C) The Appointing Authority or designee has approved the bid exchange in writing.

19.11 CO1 Training Program. The Correctional Officer 1 in-training program will be managed utilizing only those positions filled by staff in assigned positions.

19.12 Temporary Reassignment. Nothing in this procedure shall preclude Management from temporarily reassigning an employee(s) to other position(s) if an operational need arises. Assignments made for operational need shall be designed to have the least adverse affect on the employee, and shall not be made for the purpose of avoiding the requirements of the bid system. Management shall provide any reassigned employee with a written statement as to the reason(s) for the reassignment.

19.13 Placement During Temporary Reassignment. Whenever it is necessary to temporarily reassign an employee for operational need, placement in a position which accommodates the purpose(s) for reassignment will be achieved in the order of:

(A) With the mutual agreement of Management, employees may volunteer to temporarily exchange bid positions;

(B) Vacant position for which there is no bid;

(C) Assigned position;

(D) Bid position.

If none of the above provides a position for the displaced employee and it is necessary to displace an employee in a bid position for purposes of resolving an operational need as provided in 19.1(E), the displacement will be temporary and provide the least adverse impact on the displaced employee. Bid position displacements will normally be unique and extraordinary; will be in order of inverse unbroken state service, and will occur only after exhausting steps A, B, and C of 19.13.

No temporary assignment will delay the award of a bid.

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

must exist reasons for the reassignment, which effectively preclude the employee from performing his/her bid position. An employee on Leave Without Pay for ten (10) or more consecutive work days (except those placed on Leave without Pay as a result of an illness or injury compensable under the worker's compensation system or on Family Medical Leave) and/or receiving shared leave for ten (10) or more consecutive work days, or a combination thereof may be reassigned and shall have his/her bid requests suspended until s/he returns to work.

19.15 New, Expansion and/or Consolidation of Facilities. Management and the Union agree that in cases of new institutions, institution expansions, or consolidation of institutions that result in the creation of additional positions or consolidation of rosters, the provisions of Article 19 may be modified utilizing the provision outlined in Article 5 of this Agreement.

19.16 Project and Temporary Positions. Article 19 does not apply to the filling of project and/or temporary positions.

ARTICLE 20
INTER-INSTITUTIONAL TRANSFERS

20.1 Transfer/Voluntary Demotion Requests. Employees who have gained permanent status within their current job classifications may request transfer or voluntary demotion to another institution by submitting a transfer/voluntary demotion application for action to Local Management of the gaining institution. Request for transfer must be within the employees' current classification. Requests for demotion must be to a classification in which the employee previously held permanent status. These requests shall remain active for six (6) months.

20.2 Criteria For Approval. If there is a position available after consideration of bids, employees requesting a transfer or voluntary demotion shall be provided the opportunity for an interview if they meet the following criteria:

(A) The employee has demonstrated the skills, aptitude, and overall suitability for such work; and

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

(C) There is no pending disciplinary action, involving reductions-in-pay, demotions, or suspensions.

Employees who are interviewed but not offered a position, may within seven (7) calendar days from the date of notification of no-selection, request from the Appointing Authority the reason(s) for not receiving the transfer. When requested by the employee, the reason(s) shall be provided in writing by the Appointing Authority or designee.

ARTICLE 21
VACATION LEAVE

21.1 Purpose. This article applies to all vacation leave that has been requested and approved in advance of the planned absence by employees in job classifications that require relief.

21.2 Vacation Leave Availability. A chart will be posted on November 15 of each calendar year that indicates the number of employees within each job classification who may be approved scheduled leave for a given period of time. This chart will be posted in a readily accessible area, e.g. Shift office, Food Managers office, Nurses Station, by job classification and shall remain posted until January 1.

21.3 Relief Limitations. Vacations will be scheduled within the limitations of the authorized relief allocated for each shift. In those cases where the authorized relief is shared between shifts within a job classification, vacations shall be scheduled based on longest period of current unbroken state service of all employees within the job classification.

21.4 Vacation Selection. Beginning January 2 of each calendar year, employees shall be scheduled a time, based on longest period of current unbroken state service, to select up to three (3) segments of available vacation leave during the time period of April 1 through March 31. A "segment" is at least one (1) day or any number of contiguous days of vacation leave. Any segment which begins on any day between June 1 and August 31 inclusive shall not exceed more than ten (10) consecutive days of vacation leave, provided that an employee may select contiguous segments of vacation leave. Off-shift times to select a vacation shall not be considered as "time worked" for purposes of computing call back or overtime. If an employee is unable to be present during their scheduled time they may make their choice by telephone, or another individual with written documentation of designation, may select a vacation segment(s) for the employee. If the employee fails to select their vacation during his/her assigned time, Management may proceed with scheduling. The employee will be provided an opportunity to select his/her segment(s) at a later date when s/he is available. Local Management will publish the vacation schedule by March 1, after considering requests, as well as agency program needs.

21.5 Supplemental Requests. Nothing in the above paragraphs shall preclude the right of an employee to request vacation leave or his/her personal holiday at any time. Local Management shall consider said request in relation to authorized relief, program needs and the existing published vacation schedule, all of which shall take precedence. These requests shall be resolved on a first-come, first-serve basis.

21.6 Vacation Callback. No employee on approved vacation leave shall be required to return to his/her place of employment until the scheduled leave has ended,

except in an emergency. For purposes of this paragraph, approved vacation leave shall include all scheduled days off contiguous to the approved vacation days.

21.7 Vacation Cancellation By Management. Each employee will be granted vacation for the time stipulated on the vacation schedule, except that Local Management with reasonable notice, may cancel or otherwise adjust vacation periods in an emergency. Employees whose leave has been cancelled or adjusted shall be allowed to request alternative leave dates pursuant to Article 21.5.

21.8 Additional Approved Vacation Leave. Accrued vacation time, not to exceed two (2) shifts in any calendar year, shall be granted to an employee with thirty (30) calendar days written notification by the employee. Such time off must normally be granted provided:

(A) Such leave shall be used in increments of not less than one (1) shift.

(B) Supervisory denials of the use of such leave are subject to the review of the Superintendent at the employee's written request.

21.9 Vacation Cancellation By Employee. Employee requested cancellations of any portion of an approved segment to the annual vacation schedule must be submitted in writing no later than thirty (30) calendar days in advance of his/her scheduled vacation except in bona fide emergencies. The request is subject to approval by Management.

21.10 Accrued Vacation Limitation. Employees shall not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence.

21.11 Transfer, Promotion, Demotion. An employee who is transferred, promoted, or demoted between institutions may not be able to retain his/her approved vacation schedule. An employee who is transferred, promoted, or demoted within his/her institution shall retain his or her approved vacation schedule. Employees who request adjustments to their approved segments due to a change in work schedule, shall submit such request within thirty (30) calendar days from the date of the schedule change, when possible.

ARTICLE 22
MISCELLANEOUS LEAVE

22.1 Jury Duty. An employee shall be allowed to participate as a jury member during his/her scheduled work hours without loss of pay or appropriate benefits. Employees shall promptly inform Management when notified by the courts of his/her jury duty selection.

22.2 Family/Medical Leave. Management will approve the appropriate leave for absences which meet the criteria under the Family Medical Leave Act and Shared Leave Program as designated by agency policy and in accordance with State and Federal law.

22.3 Medical Appointments. Employees shall notify Management of scheduled medical appointments. Such notice shall be provided not less than seventy-two (72) hours, if possible, of the employee scheduling an appointment.

22.4 Military Leave And Notification. Employees shall notify Management of his/her fifteen (15) calendar days active duty training no later than October 31 of each year. All other military duty dates (to include weekend drills) shall be submitted to Management upon receipt of such orders. Employees shall attempt to schedule such leave on his/her regular days off. Management shall grant military leave in accordance with applicable laws. Any employee called to military service shall be entitled to return to their position at the end of such service.

ARTICLE 23
SICK LEAVE/UNSCHEDULED LEAVE

23.1 Regular Attendance. Management and the Union agree that regular attendance by all employees is critical to successful individual and team job performance and to accomplish the mission of the agency.

23.2 Scope of Article. This article applies to all leave that has not been requested and/or approved in advance of the absence.

23.3 Use of Accrued Leave. Employees may use their accrued leave as provided **for** in the Merit System Rules. Management may require a physician's statement or on-going medical verification under any of the following circumstances:

(A) Any illness which causes an employee to be absent for more than ten (10) consecutive work days, or;

(B) The employee has demonstrated a pattern (e.g. unscheduled leave use before or after a scheduled day off) in the use of unscheduled leave, or;

(C) To assess whether the employee is seeking to return to work too soon following an illness or injury, or;

(D) To assess whether it is necessary to protect co-workers or clients from contagious illness; or

(E) As provided in Article 17.

When a physician's statement is required by Management it shall include the general reason or circumstance for the employee's absence, and an estimated duration of the absence. In those cases where a physician is releasing an employee to work with restrictions, notification shall be provided to the institution twenty-four (24) hours prior to the employee's scheduled work shift in order for Management to determine if work is available for the employee within their existing job classification. Management shall approve available accrued leave for the employee during the process of evaluating accommodation options.

23.4 Leave Of Absence Without Pay. When a permanent employee, due to illness exhausts all accrued sick leave, Local Management, when requested by the employee, may authorize a leave of absence without pay. The employee shall have the option of utilizing any or all accrued leave prior to requesting leave without pay. Management may proceed with a disability separation in accordance with the Merit System Rules.

23.5 Unscheduled Leave Use: References In Employee Development and Performance Plan (EDPP). An employee's use of unscheduled leave may be referred to in an employee's EDPP when leave abuse has been documented or:

(A) The employee has demonstrated a pattern (e.g. unscheduled leave use before or after a scheduled day off) in their use of unscheduled leave, or;

(B) The employee calls in sick after being denied vacation leave, compensatory time, or authorized leave without pay.

However, the mere utilization by an employee of a set number of hours of leave shall not be sufficient to establish that an employee is abusing sick leave. The employee shall be afforded an opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to any reference being placed in the employee's EDPP. If reference is made to use of unscheduled leave in the employee's EDPP, the employee shall be permitted to submit a statement of rebuttal.

23.6 Unscheduled Leave Abuse: Medical Verification. When Management suspects unscheduled leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to placing the employee on medical verification. A medical verification requirement shall only be made by the Appointing Authority or designee. When an employee has been placed on medical verification, the employee may request a review of the requirement after ninety (90) calendar days. The employee will be advised of Management's decision following the review.

23.7 Leave Request Form After Absence. Employees shall complete a Leave Request form for any unscheduled leave taken immediately upon his/her return to work. The employee shall state the general reason or circumstance for leave requested on the

Leave Request form so that Management will have a reasonable understanding of the request in order to determine that it is in keeping with the Merit System Rules. Failure to properly complete and submit a leave slip within the pay period may result in the absence being treated as an unauthorized leave without pay.

23.8 No Additional Documentation Or Justification Required. Employees shall not be required to document or justify any leave taken due to illness for themselves or a family member after thirty (30) calendar days from the date of return from a specific absence, provided the requirements of Article 23.7 have been followed.

ARTICLE 24
MEALS

24.1 Unscheduled Overtime. Employees having to respond to unscheduled overtime requiring work during breakfast, lunch or dinner, which meals would have otherwise been eaten at home, shall receive said meal at institution expense, whether or not such meal occurs during the overtime period.

24.2 Swing Shift Holdovers. Available food shall be provided at institution expense to those swing shift staff required to work two (2) hours or more into the next succeeding shift.

24.3 Interrupted Meals. Employees purchasing meals in institution dining facilities who must return to duty without benefit of finishing the meal shall be reimbursed for its cost.

24.4 Work During A Scheduled Meal Period. Scheduled workweek employees who are on a scheduled meal period and are directed to perform work shall be compensated at the overtime rate.

24.5 Meal Tickets. The price of employee meal tickets shall be reviewed and adjusted annually as determined by Management.

ARTICLE 25
PARKING

Management shall ensure adequate parking space adjacent to or within reasonable distance from each work location. Where a work location is separated from the parking location by a body of water, and where such parking space is not within reasonable walking distance to the boat dock facility, Management shall provide adequate transportation for employees reporting for duty during each work period.

ARTICLE 26
PROPERTY AND LITIGATION DEFENSE

26.1 Private Vehicle Use. The use of an employee's private vehicle in the performance of agency business shall not be required by Management without the concurrence of the employee. Reimbursement for mileage for authorized travel by private car shall be at the maximum rate allowable.

26.2 Damage To Personal Property. Management agrees to reimburse employees for personal property damaged in the proper performance of their duties. The amount of reimbursement and the items, which are eligible for reimbursement, may be limited by agency policy. Such damage claims are to be processed by Local Management without undue delay following receipt of the claim from the employee.

26.3 Litigation Defense. Any employee, against whom a legal action has been filed relating to the performance of his/her duties, may request legal defense by the Office of the Attorney General in accordance with RCW 4.92.060 and 070 and agency policy. The employee and Management must cooperate fully with the Office of the Attorney General in furnishing any documents, depositions or other assistance necessary for the defense of the action.

ARTICLE 27
UNIFORMS AND CLOTHING

27.1 Professional Standards. Management and the Union agree that professional image and personal appearance is important. All staff are expected to be dressed in a professional manner consistent with their work assignment and safety standards. Both Management and the Union recognize that inappropriate dress can create individual or group safety and security concerns.

27.2 Required Custody Uniforms. Management shall furnish required professional quality and gender appropriate uniforms for custody as follows:

(a) Three (3) BDU style pants;
(b) Three (3) BDU style – two (2) pocket long sleeve shirts;
(c) Three (3) BDU style – two (2) pocket short sleeve shirts; and, as necessary
(d) Safety, cold, and/or foul weather apparel, including jackets and hats.

As determined by local Management, duty belts shall be provided to positions whose duties require them. Issuance of these uniforms will be by attrition and based on the availability of funds. Any accessory items (to include shoes) worn with the custody uniform shall be dark in color, unless the wearing would cause or aggravate a

documented medical condition. Custody personnel shall be furnished badges by Management.

27.3 Non-Custody Personnel Covered. If Management determines that uniforms are required for food service, health services, maintenance, and/or recreation staff in accordance with agency policy, Management shall furnish professional quality and gender appropriate uniforms. In addition, Management may furnish professional quality and gender appropriate uniforms for other personnel on an institution-by-institution basis.

27.4 Laundering and Maintenance. Uniforms shall be maintained and laundered at institution expense at a location chosen by Management. Management will not incur the cost if an employee chooses to maintain and launder his/her uniform at a different location.

27.5 Damage or Loss of Required Uniforms. Staff members will not be liable for damage to or loss of issued uniforms resulting from normal wear and tear, damage incurred in the performance of duties, or unavoidable loss. Staff members will be liable for loss of or damage to issued uniforms resulting from their own negligence or unauthorized actions.

ARTICLE 28
PROBATIONARY/TRIAL SERVICE PERIOD REVIEW PROCEDURE

28.1 Purpose, Training And Standards. The probationary/trial service period provides Management the opportunity to observe an employee's work. Management will provide training and aid the employee in adjustment to the position. Management will have the right to terminate/revert any probationary/trial service employee who fails to meet required standards. Required standards shall be in writing or otherwise provided for in training or supervisory instruction.

28.2 Probationary Period. The probationary period for all job classifications, except Correctional Officer I, shall be six (6) months in duration unless the Personnel Resources Board determines a longer period is required. The probationary period for Correctional Officer II shall be twelve (12) months. The probationary period shall begin on the first day of an employee's probationary appointment and may only be extended in accordance with the Merit System Rules.

28.3 Notification And Reason For Termination. If Local Management determines to terminate/revert a probationary/trial service employee for failure to meet required standards, Management shall furnish the employee with written notice of the termination/reversion, stating the documented reasons.

28.4 Review Procedure. Any probationary/trial service employee so notified may request and receive a review of the termination/reversion by the Secretary or designee. Such review must be requested within fourteen (14) calendar days from the effective date of the written termination/reversion notice. This request, however, shall not act as a suspension of the designated termination date. Such probationary/trial service employee shall have no other avenue of review established under this Agreement.

ARTICLE 29
PERSONNEL FILES

29.1 Personnel File And Working File. Management shall maintain a central personnel file for each employee. The immediate supervisor may also keep a working file for annual performance evaluation purposes. All working file material shall be purged after completion of the employee's annual Employee Development and Performance Plan. All material from files maintained by Management shall only be used or released when required by a regulatory agency, or in defense of an appeal or legal action.

29.2 Information And Access. Information contained within and access to employees' personnel files will be in accordance with Department policy and Merit System Rules. Inmates of the institution and other unauthorized persons shall not have access to employee personnel files or other personal data relating to staff.

29.3 File Review and Copies. Upon request, each employee and/or representative with written authorization from the employee shall have the right, with reasonable notice to Management to review his/her personnel file and/or supervisor's working file during normal working hours. The employee may have one copy of any information contained in either file; however, Management reserves the right to charge duplication costs for additional copies. Reasonable duplication fees shall be set by Management.

29.4 Employee Responses. The employee shall have the right to place into his/her personnel file or working file a written response to any matters in either file.

29.5 Notification Of File Information. Material placed into the employee's personnel file relating to job performance shall be brought to the employee's attention. Anything corrective in nature placed in the employee's working file will also be brought to the employee's attention. The employee may challenge the propriety of including it in the file.

29.6 Disclosure of Personnel File Information. Upon receipt of any court order, subpoena or public disclosure request seeking personnel file information, Management shall notify the employee. In such circumstances, Management shall provide the following to the affected employee:

(A) A copy of the request;

(B) An opportunity to express any concerns s/he may have regarding the request; and,

(C) A copy of the documents/information from the personnel file to be disclosed in advance of its disclosure so that the employee may seek a protective order for the information.

ARTICLE 30
PERFORMANCE EVALUATIONS

30.1 Policy And Rules. Employee Development and Performance Plans shall be processed in accordance with agency policy and Merit System Rules.

30.2 Purpose. The purpose of an EDPP is to inform the employee of the supervisor's perception of the employee's job performance and to enhance communication between the employee and supervisor. Performance evaluations should be substantive in their review of an employee's performance.

30.3 Procedure. An EDPP shall be processed utilizing the following steps:

(a) Preview session. The immediate supervisor and the employee shall meet and discuss the process to be followed. During the session a review of the current classification questionnaire, previous performance expectations and relevant performance elements shall also occur.

(b) Preparation of Drafts. Separate and apart from one another, the immediate supervisor and the employee shall prepare Part I: Performance Feedback, Part II: Future Performance Expectations, and Part III: Future Training and Development. The employee shall also complete Part IV: Organizational Support.

(c) Feedback Session. During the feedback session, the supervisor and the employee shall meet and discuss their drafts of Part I through Part III and Part IV as completed by the employee.

(d) Completion and Signatures. The immediate supervisor shall prepare the final EDPP and shall include verbatim Part IV as submitted by the employee. The immediate supervisor shall sign the final EDPP and shall share it with the employee. The EDPP shall be considered complete on the date the evaluating supervisor signs the assessment. The employee shall sign and return the EDPP within seven (7) calendar days of its receipt. The employee's signature shall not constitute agreement with the contents of the evaluation. During the seven (7) calendar-day period the

employee may request an appointment for further discussion with the immediate supervisor and the reviewer. The employee shall be provided with a copy of the final EDPP. Upon request, the employee shall be entitled to Union representation during such discussion. The role of the representative is that of an observer and advisor to the employee.

30.4 Appeal Rights. The evaluation process is subject to the grievance procedure or the rule violation appeal process at the option of the employee. Employees who elect to appeal such alleged violations to the Personnel Appeals Board shall not pursue a grievance over the same issues. Specific contents of the evaluation are not subject to the grievance procedure.

ARTICLE 31
REDUCTION-IN-FORCE

The agency Reduction-In-Force procedure approved by and currently on file with the Director of the Department of Personnel shall remain in effect unless modified through the Statewide Union/Management Committee process as provided in this Agreement.

ARTICLE 32
STRIKES AND LOCKOUTS

32.1 No Strikes or Lockouts. It is mutually agreed that neither party shall directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether economic, unfair labor practice, or sympathy strikes) lockouts, or other slowdown or cessation of work.

32.2 No Authority To Interrupt Operations. Shop Stewards have no authority to take any action interrupting the Management's business. Management recognizes this limitation upon the authorized Shop Stewards and shall not hold the union liable for any unauthorized acts.

ARTICLE 33
VOLUNTEERS AND GUARDIANS

33.1 Volunteers and Guardians. Management will utilize volunteers and guardians only to the extent that they will supplement and not supplant classified bargaining unit employees.

33.2 Work With Volunteers and Guardians. Employees shall work collaboratively with volunteers and guardians to enhance community partnerships, community safety and influence offender behavior. Volunteers and guardians shall not

act in any supervisory capacity over bargaining unit members and shall abide by the security requirements of the institution.

ARTICLE 34
CONTRACTING OUT

34.1 Contract and Subcontract Services. Management retains those rights based upon law or state rules and regulations to contract and subcontract services. Management will not, however, contract or sub-contract services when such action would have the effect of terminating classified institution employees or employee positions within the bargaining unit existing at the time of the execution or renewal of the contract.

34.2 New Or Additional Work. Except as authorized by current law, it is further agreed that Management shall not contract or subcontract for services for new programs or expansion of existing programs which are to be accomplished under substantially the same conditions and in the same manner as those historically performed by classified employees within the institution.

ARTICLE 35
PRINTING OF AGREEMENT

35.1 Printing And Distribution. Management shall have this Agreement printed. Management agrees to provide one copy to each current employee and to each subsequently appointed employee as soon as practicable following the employee's first day of work. The cost of printing such copies of the Agreement shall be borne equally by Management and the Union.

35.2 Additional Copies. The cost of printing of any additional copies of the Agreement, which may be requested by the Union, shall be borne by the Union. Employees who have been furnished a copy of the Agreement shall obtain subsequent copies of the Agreement from the Union.

ARTICLE 36
SAVINGS CLAUSE

36.1 Savings Clause. If any provision of this Agreement or the application of such provision is rendered or declared invalid by a court action, or Personnel Resources Board action or by reason of any existing or subsequently enacted legislation, all other provision of this Agreement shall remain in full force and effect for the duration of this Agreement.

36.2 Subordination Clause. If any provisions of this Agreement are found to be in conflict with the laws, statutes, rules or regulations of the United States of America

or the State of Washington, those laws, statutes, rules or regulations shall take precedence, and the parties shall meet to try to negotiate substitute provisions to those found to be in conflict.

ARTICLE 37
ENTIRE AGREEMENT

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statements shall add to or supersede any of its provisions. Both Management and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing herein shall be construed as a waiver of the Union's collective bargaining rights with respect to changes in matters, which are mandatorily negotiable under the law.

ARTICLE 38
TERM OF AGREEMENT

38.1 Duration. All provisions of this Agreement shall continue to be in force and effect beginning immediately upon the date of signature or thirty (30) calendar days after ratification, whichever is later, through June 30, 2005; however, the current Agreement in effect prior to the signing of this Agreement shall remain in full force and effect until a successor Agreement is effective. Either the Secretary, Department of Corrections or the Secretary-Treasurer of the Union may call for renegotiation of any or all parts of the Agreement no sooner than ninety (90) nor later than sixty (60) calendar days prior to the termination date by submission of such request, in writing, to the other party. Upon such notice being given, negotiations shall begin as soon as practicable, but no later than thirty (30) calendar days subsequent to the date of such notice. In the absence of such notice by either party, this Agreement shall automatically be extended for twelve (12) months. Nothing in this paragraph shall preclude the Union from entering into negotiations with the agency's designee under the Personnel Systems Reform Act of 2002 during calendar year 2004.

38.2 Reopening By Mutual Agreement. This agreement may be reopened during its effective term by mutual consent of both Parties. All requests for negotiations or conferences shall be in writing and shall specify items proposed for consideration. Any additions to this Agreement shall be in writing and signed by the Union and Management.

IN WITNESS WHEREOF the Parties hereto have set their hands this 3 day of May, 2004.

TEAMSTERS LOCAL UNION NO. 117

By: John A. Williams, Secretary-Treasurer

DEPARTMENT OF CORRECTIONS

By: Eldon Vail, Deputy Secretary