

Summary of Arbitrator's Opinion & Award

Issued for the Department of Corrections Addendum to the 2025-2027 General Government CBA

Our Union bargaining team began negotiations with the Employer in April. After numerous sessions, and mediation, we were unable to come to a complete agreement with the Employer, so we took our fight to interest arbitration, where we presented our case to the arbitrator. After weeks of anticipation, we have received the arbitrator's opinion and award. While we did not receive everything we proposed, there are major gains to celebrate.

This is a summary that highlights and explains the most significant provisions of the 2025-2027 Addendum between the Washington Federation of State Employees (WFSE) bargaining unit and the State of Washington, on behalf of the Department of Corrections. It does not cover every article or every provision.

Read the Agreement and Arbitrator's Opinion & Award online at:

https://www.wfse.org/documents-downloads/stateofwashingtondoc-wfse

Find information about the complete General Government Tentative Agreement at:

https://www.wfse.org/tentative-agreement-reached-voting-instructions-here-1

SUMMARY OF THE GAINS ACHIEVED THROUGH DOC SUPPLEMENTAL BARGAINING AND MEDIATION

- Art. 3 Bid system. Clarified the bid system in Reentry Centers and moved language to the DOC Addendum.
- Art. 4 Hiring and Appointments. We did some clean-up in this article, while maintaining our transfer rights.
- Art. 5 Evaluations. Evaluations will be completed within 60 days of the employee's anniversary date.

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- Art. 6 Hours of Work Made DOC-specific and moved language to the addendum: Overtime-eligible employees within Reentry Centers will be allowed to exchange full shifts within their work location.
- Art. 7 Overtime. We created an overtime process that works better for our Reentry Centers.
- Art. 8 Training and Employee Development. The employer will provide relevant course announcements. The agency agrees to provide minimum standards of training for specialty teams, Community Response Units, transport teams, and other positions where the use of weapons or physical force may be necessary. The employer will provide training necessary or the performance of department positions, and when that training is unavailable in house, the department will provide reimbursement for such training that is necessary for maintaining certification in full time employment. The timeline for processing training requests has been reduced from 30 calendar days to 15 business days.
- Art. 11 Vacation. We codified the statutory increase of bankable vacation hours from 240 to 280.
- Art. 20 Safety and Health. We established a Community Corrections and Reentry Security Advisory Committee (CCRSAC).
- Art. 21 Uniforms, Tools, and Equipment. We heard you, and successfully maintained current standards and did not adopt mandatory uniforms for all field personnel.
- Art. 22 Drug and Alcohol-Free Workplace. We removed the requirement that a blood test be administered following a duty-related shooting.
- Art. 23 Travel. Travel reimbursements will be processed no later than 10 business days following submission of reimbursement request.
- Art. 24 Meals. Any Reentry Center worker performing assigned overtime will be provided meals.
- Art. 27 Discipline. We've established timelines for the Investigations process. For investigative interviews, they must be limited to elements pertaining directly to the incident which is the subject of investigation. If the investigator requests an employee sign a statement, the employee may make corrections. If information contained in evidence is proved to be false, the information will be removed from the employee's personnel file. Any personnel assigned to home as a result of an investigation who would otherwise be available to work, will be paid leave for the duration of the home assignment.
- Art. 29 Grievance Procedure. The management cannot consolidate grievances without our Union's agreement.
- Art. 32 Reasonable Accommodations and Disability Separation. Pregnant custody employees who are reassigned to non-custody positions during their pregnancy will retain their current rate of salary.
- Art. 33 Seniority. Added to the DOC addendum and cleaned up language.
- Art. 34 Layoff and Recall. When an employee accepts an option that places them in a location that has an unreasonable commute from their current address, the employer will reimburse moving expenses.
- Art. 36 Employee Rights. We changed the definition of a duty station to reflect what is in the State Administrative and Accounting Manual (SAAM). We incorporated language surrounding telework requests and agreements.

- Art. 37 Union Management Communication Committees. Incorporated regional UMCC schedules into the article.
- Art. 39 Union Activities. Created a recognition and identification program for shop stewards. We established a presentation window for labor representatives to present at unit meetings. We established timelines around Union information requests (employer must respond within 5 days). We have won release time for up to 3 shop stewards from each Reentry Center and 6 shop stewards from each Section to attend the shop steward conference.
- Art. 42 Compensation. When implemented, a Corrections Officer Field Training Program will provide participating sergeants with a 3% premium for all hours worked. An Employee Referral Program will provide \$250 to the referring employee for outside candidates upon the referred individual's hire and an additional \$250 upon the referred individual's probation period being completed.
- Appendix C Layoff Units. Moved to the Addendum.
- Appendix O Assignment pay under reference #59 is improved to remove language limiting it only to hours during which the duty is performed.
- Appendix R Job Classifications with a 12-month probation period. We've added Community Corrections Officer 1 and Community and Corrections Officer 1 to allow for time spent in the academy and processing through mandatory arming and Washington Way.
- Appendix S:
 - Community Corrections Officer 1-2 receives 2 additional ranges
 - Community Corrections Officer 3 receives 3 additional ranges
 - Cook 1-3 receives 2 additional ranges
 - Food Services Manager receives 2 additional ranges
 - Maintenance Mechanic 1-4 receives 2 additional ranges
 - Secretary series reallocates upward to Administrative Assistant series
 - See opinion & award details below for additional bargaining that will occur.
- **MOU** We created an MOU to establish a Field Training Officer program for graduates from CCOA.

<u>SUMMARY</u> OF THE ARBITRATOR'S OPINION & AWARD FOR DOC

- 4% wage increase effective July 1, 2025
- 4% wage increase effective July 1, 2026
- As soon as feasible after January 1, 2025, the parties will meet to determine the current number of employees in each classification for which the Union has proposed increases under Appendix S that have not been agreed to or proposed by the Employer. The parties will also jointly calculate the cost of providing the entire bargaining unit with a 2% increase on that date.
- Parties will then meet and confer over the Union's Appendix S proposals and attempt to reach agreement on a package of increases with a total cost of 2% (based on the January 1 joint calculation) to be implemented on July 1, 2025, and an additional 2% to be implemented on July 1, 2026.

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- The parties may, by mutual agreement, utilize a portion of the 2% each year for appendix S increases and a portion for general wage increases.
- The parties will conclude the meet and confer session no later than March 31, 2025. If they fail to reach agreement on 2025 Appendix S increases, an additional 2% wage increase will be implemented for the entire bargaining unit on July 1, 2025. If they fail to reach agreement on 2026 Appendix S increases, an additional 2% wage increase will be implemented for the entire bargaining unit on July 1, 2026.
- We successfully defended against the employer's efforts for the inherent need for flexibility, protecting your right to choose to flex or overtime.
- Finally, the arbitrator awarded the Department the removal of the 3% essential compensation.

The agreements reached up through the conclusion of mediation were incorporated into the arbitrator's opinion and award. You can find those attached in the complete General Government Tentative Agreement here: <u>https://www.wfse.org/documents-downloads/2025-2027wfseggcompletetapdf</u>.

Interest arbitration awards are final and binding on the parties, and not subject to the ratification process.

We want to thank you all for your hard work, research, job actions, and solidarity. **Your strength makes all the difference!** If you have questions, please visit a voting assistance center, contact a bargaining team member, or contact your WFSE staff.

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Your WFSE Department of Corrections Bargaining Team