

IN ARBITRATION PROCEEDINGS PURSUANT TO  
A MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES  
AND, TO THE EXTENT APPLICABLE,  
RCW 41.80 et seq. AND CHAPTER 391-55 WAC

In the Matter of the Interest Arbitration

between

WASHINGTON FEDERATION OF STATE EMPLOYEES,

and

STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS.

RE: Interest Arbitration (Collective Bargaining 2019-21;  
PERC Cases 130818-I-18 and 130557-M-18)

OPINION AND AWARD

of

LUELLA E. NELSON,  
Interest Arbitrator

September 30, 2018

This Interest Arbitration arises between WASHINGTON FEDERATION OF STATE EMPLOYEES ("Federation" or "Union"), and STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS ("Employer," "DOC," or "State"). LUELLA E. NELSON was selected to serve as Arbitrator.

At a hearing held on August 13-17, 2018, in Olympia, Washington, the parties had the opportunity to examine and cross-examine witnesses, introduce relevant exhibits, and argue the issues in dispute. Both parties submitted the matter on closing oral argument.

APPEARANCES:

On behalf of the Federation:

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On behalf of the Employer:

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The issues certified for interest arbitration by the Executive Director of the Washington Public Employment Relations Commission, pursuant to WAC 391-55-200 through 255, are:

Article 4 - Hiring and Appointments

Article 21 - Uniform, Tools and Equipment

Article 42 - Compensation [DOC is seeking compensation increases for certain WFSE bargaining unit positions via Article 41 - Classification. The WFSE believes the proper Article for certification of an impasse relating to compensation would be Article 42.]

Appendix P - Assignment Pay

In arriving at my Opinion and Award, I considered proposals for DOC employees, subject to bargaining under RCW 41.80.020(1), and compensation for job classifications that are unique to the DOC, as provided in subsection (E)(5) of Section 2 of the Memorandum of Understanding ("MOU") between the parties dated January 31, 2017. I considered only matters subject to bargaining under RCW 41.80.020(1), and did not consider those subjects under RCW 41.80.020(2) & (3) and RCW 41.80.040. I took into consideration the following factors stipulated by the parties in their MOU:

- i. The financial ability of the DOC to pay for the compensation and benefit provisions of a collective bargaining agreement,
- ii. The constitutional and statutory authority of the employer;
- iii. Stipulations of the parties;
- iv. Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of like personnel of like state government employers of similar size in the western United States;
- v. The ability of the DOC to retain employees;
- vi. Changes in any of the factors listed in this subsection during the pendency of the proceedings; and
- vii. Such other factors which are normally or traditionally taken into consideration in the determination of matters subject to bargaining under RCW 41.80.020(1).

Of these factors, the parties' evidentiary presentations primarily addressed items i., iv., and v, discussed below.

## PERTINENT STATUTORY PROVISIONS

RCW 41.80.020

Scope of bargaining.

(1) Except as otherwise provided in this chapter, the matters subject to bargaining include wages, hours, and other terms and conditions of employment, and the negotiation of any question arising under a collective bargaining agreement.

(2) The employer is not required to bargain over matters pertaining to:

- (a) Health care benefits or other employee insurance benefits, except as required in subsection (3) of this section;
- (b) Any retirement system or retirement benefit; or
- (c) Rules of the director of financial management, the director of enterprise services, or the Washington personnel resources board adopted under RCW 41.06.157.

(3) Matters subject to bargaining include the number of names to be certified for vacancies, promotional preferences, and the dollar amount expended on behalf of each employee for health care benefits. However, except as provided otherwise in this subsection for institutions of higher education, negotiations regarding the number of names to be certified for vacancies, promotional preferences, and the dollar amount expended on behalf of each employee for health care benefits shall be conducted between the employer and one coalition of all the exclusive bargaining representatives subject to this chapter. ...

...  
RCW 41.80.040

Management rights—Not subject to bargaining.

The employer shall not bargain over rights of management which, in addition to all powers, duties, and rights established by constitutional provision or statute, shall include but not be limited to the following:

- (1) The functions and programs of the employer, the use of technology, and the structure of the organization;
- (2) The employer's budget and the size of the agency workforce, including determining the financial basis for layoffs;
- (3) The right to direct and supervise employees;
- (4) The right to take whatever actions are deemed necessary to carry out the mission of the state and its agencies during emergencies; and
- (5) Retirement plans and retirement benefits.

## BACKGROUND

The DOC operates 12 corrections facilities (i.e., prisons - 2 for women, 10 for men), 12 work release facilities, and community corrections programs (i.e., probation and parole) throughout the State of Washington. The Community Corrections Division (“CCD”) is responsible for ensuring that offenders released into the community under supervision follow the conditions set by the court as part of their release. Toward this end, it provides a variety of services, referrals, and interventions. The supervised population includes both offenders released from prison and offenders referred directly from jails or from court after conviction.

The Union represents 1,254 DOC employees in the CCD. Teamsters Local 117 represents 5,903 DOC employees, mostly in the prisons. 654 DOC employees are non-represented, and 687 are Washington Management Service and exempt management employees. 7 are represented by “Coalition” (not explained on the record). Some of the classifications in this bargaining unit are not eligible for interest arbitration.

Bargaining for the fiscal year (“FY”) 2019-21 Agreement for statewide classifications was ongoing at the General Government Table at the time of the hearing in this matter. General Government Table bargaining includes terms and conditions of employment of all classifications, including those that are not eligible for interest arbitration. Negotiations were also ongoing at multiple Supplemental Tables. After negotiations are completed at all of the tables, the Legislature will approve or reject the resulting agreements. If any agreement is rejected, bargaining will resume as to that agreement.

This case involves Supplemental Table bargaining for 1,057 FTE positions (as of FY 2018) in 12 classifications within CCD, represented by the Union, that are unique to the Employer and are eligible for interest arbitration. Five of the affected classifications also exist in the prisons, where they are represented by the Teamsters Union. The seven affected classifications that exist only in CCD are:

- \* Community Corrections Assistant (herein referred to as CCA) - 1 position
- \* Community Corrections Officer 1 (herein referred to as CCO 1) - 0 positions
- \* Community Corrections Officer 2 (herein referred to as CCO 2) - 554 positions
- \* Community Corrections Officer 3 (herein referred to as CCO 3) - 264 positions
- \* Community Corrections Specialist (herein referred to as CCS) - 119 positions
- \* Correctional Hearings Officer 3 (herein referred to as CHO 3) - 39 positions
- \* Correctional Hearings Officer 4 (herein referred to as CHO 4) - 6 positions

The CCD classifications that also exist in the larger Teamsters bargaining unit are:

- \* Corrections and Custody Officer 2 (herein referred to as CO 2) - 54 positions
- \* Corrections and Custody Officer 3 (herein referred to as CO 3) - 7 positions
- \* Correctional Mental Health Counselor 2 (herein referred to as CMHC2) - 0 positions
- \* Correctional Mental Health Counselor 3 (herein referred to as CMHC3) - 6 positions
- \* Corrections Specialist 3 (herein referred to as CS 3) - 7 positions

The Employer also proposes to create a Corrections Specialist 4 (CS 4) bargaining unit position.

CO’s and CCO’s work directly with a caseload of offenders. CO’s work in transport units and with offenders who are in the community on work release and are housed in work release facilities. CCO’s supervise offenders who are on probation or parole; they are based in field offices and stations in communities which are administratively supported by Community Justice Centers (CJC’s). CS 3’s and CCS’s supervise programs over larger geographic areas in which they provide a range of services, as well as provide training and oversight of staff. CS 3’s manage and conduct training on firearms, taser, and the entire use of force continuum

throughout the DOC. The sole CCA assists CO's and CCO's in non-direct caseload work. CHO's hold hearings on charges that offenders have violated the conditions of supervision. CMHC's work with offenders who have severe mental illness to arrange services in the community.

As I noted in my 2016 Opinion and Award, DOC caseloads changed dramatically in the past 2½ decades. While prisoner populations rose slowly after 1993, the population of offenders under community supervision rose sharply from 33,250 in 1990 to a peak of 65,549 in 2003, then plunged to less than half that figure in the next fiscal year and continued to drop in the next fiscal year before a small rise between FY 2006-2007 and FY 2008-2009 brought it to a new, lower peak of 28,894; it then resumed its fall, to a low of 15,395 in 2013. It rose to 19,276 by 2018. Most of the drop in the offender population under community supervision after 2003 resulted from legislative changes which eliminated supervision for certain felons, and later for some low- to medium-risk misdemeanor offenders. Other legislative changes added greater supervision for sex offenders and identity theft offenders, causing a brief increase in the caseload; others reduced the period of supervision for certain offenses, reducing the caseload. Compared to 1993, the supervised population in the community consists of higher-risk offenders (i.e., offenders more likely to re-offend, and/or to be violent).

In 2012, legislation establishing the Swift, Certain and Fair Program made CO's and CCO's responsible for making arrests when an offender in community custody commits a new crime in their presence, and for reporting the crime to local law enforcement or prosecutors. Offenders who re-offend may receive hearings and may receive jail sanctions up to 30 days, with a CO or CCO presenting the case against them before CHO's. The new authority under the SAC required CO's, CCO's, and to some extent CHO's, to acquire greater knowledge of pertinent legal principles. This authority was already in existence at the time of the 2016 Interest Arbitration between these parties. Following a court decision in *In re Blackburn*, 168 Wash 2d 881 (2010), a hearing is required for alleged violations of the conditions of supervision. Because of a court decision in *Grisby v. Herzog*, 362 P.3d 763 (2015), some offenders are entitled to counsel in those hearings. The CCD recently issued a job announcement seeking to contract with local attorneys in each county to represent offenders in those hearings. Prior to *Grisby*, attorneys did not represent offenders in those hearings.

After the 2016 interest arbitration, DOC implemented a multi-phase Advance Corrections program, the last piece of which is known as Washington ONE (WA ONE). WA ONE calls for DOC personnel who work directly with offenders to use new assessment tools to classify and build a case plan for individuals under supervision. CCD has conducted training on interview techniques, questionnaires, identifying high risk situations, and creating goals and incentives for offenders. Under WA ONE, assessment interviews expanded in length, from roughly a half hour to between three and five hours for each offender.

## ECONOMIC ENVIRONMENT

The Washington economy is strong compared to the rest of the U.S. The June 19, 2018 revenue forecast reported that the Washington economy is expanding at a rapid pace, exceeding national averages. Revenues exceeded forecasts in February 2018, and are expected to increase despite a legislated decrease in the property tax levy for 2019.<sup>1</sup> The State went from being a relatively high-revenue state to being a relatively low-tax state in recent decades, and finds it politically difficult to raise taxes or find new sources of revenues. The current biennium budget uses tax increases and reserves to balance. 2019-21 revenues are not expected to be sufficient to sustain current services. The State expects to have greater demands for services, particularly because of a public perception that the problem of funding basic education has been solved.

## ISSUES, ANALYSIS AND AWARD

### ARTICLE 4 - HIRING AND APPOINTMENTS

Article 4.7 allows transfers internally within DOC. The Employer proposes new limits and requirements for internal transfers; the Union proposes status quo.<sup>2</sup> The proposed changes would modify Article 4.7 to read:

... An employee's transfer request will be granted to another position within the bargaining unit provided:

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<sup>1</sup> In 2017, the State raised property taxes to fund basic education as required by a court order in *McCleary v. State of Washington*, 173 Wn2d 477, 269 P.3d 227 (2012). A political backlash spurred a slight rollback of those taxes in 2018.

<sup>2</sup> After close of hearing, the parties notified me that they were bargaining over this provision. They later notified me that they were unable to reach agreement.

1. The employee holds permanent status in the job classification<sup>3</sup> and has been employed for five (5) years or more;
2. The employee has demonstrated or been assessed to have the position specific skills, abilities and qualifications necessary to perform the duties of the position;
3. There are no disciplinary action(s) in his or her personnel file for the past twelve (12) months;
4. There is no pending disciplinary action or the employee is not under investigation into alleged misconduct;
5. The employee has not been granted previous internal movement within the past ~~two~~ (2) five (5) years;
6. There are no repeated performance issues being addressed, as documented in the employee's supervisory file;
7. The appointment will not create a violation of agency policy;
8. It meets the needs of the work unit.

....

Between 2010 and 2018, a total of 539 unit employees initiated 683 transfers under Article 4.7. Of those, 427 employees transferred once; 85 transferred twice; 25 transferred three times; and five transferred four times. According to the Union, a five-year waiting period before and between transfers would have barred all but about 37 of these transfers over the past eight years.

Transfers are a quick way for the CCD to fill positions without having to go through a recruitment and hiring process. They permit employees to remain with CCD rather than seek other positions in their desired geographic area. On the other hand, there is a tendency for less-desirable or higher-living-cost facilities to be the hiring and training locales, which then lose trained employees to more desirable locales. Transfers create workload and training imbalances in the sending locales while new staff are being hired and trained. Promotional opportunities in the receiving locales are affected when senior personnel transfer in.

Both parties recognize the value - to the CCD and to employees - of permitting internal transfers. Requiring a minimum time in service before transferring, and lengthening the permissible time before an

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<sup>3</sup> Depending on the level at which an employee is hired, an employee reaches permanent status either six or eighteen months after hire.

employee can transfer again, have credible arguments for and against them. The Employer has stated that, had the parties bargained over this provision, it would have accepted a requirement of three (rather than five) years before transferring and between transfers. The proposed change would dramatically reduce the number of transfers in what is obviously a popular process – one which nearly half the bargaining unit has used. Such a drastic change could have major unanticipated consequences for recruitment, retention, and morale. The burden is on the Employer to justify a proposed change if it cannot secure agreement in bargaining. I award the status quo.

## ARTICLE 21 - UNIFORM, TOOLS AND EQUIPMENT

Article 21 addresses Employer-provided uniforms, tools, and equipment. The Union proposes to add specific items to be provided by the Employer; the Employer proposes status quo.<sup>4</sup> The revisions proposed by the Union would result in the following language:

### 21.1 Uniforms

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

### 21.2 Tools and Equipment

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

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<sup>4</sup> After close of hearing, the parties notified me that they were bargaining over this provision, but they did not reach agreement.



21.4 Department of Correction - Firearms Training and Ammunition  
Community Corrections Officers and Specialists who are authorized to carry and use a firearm in the performance of their official duties are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with two hundred (200) rounds of ammunition at these practices.

21.5 Department of Corrections - Clothing and Equipment Allowance

In addition to the provisions of 21.1, 21.2, and 21.3 above, Community Corrections Officers, Specialists, Correctional Sergeants, Correctional Officers, Maintenance, and Cooks shall receive the following items upon request: Footwear (Danner Law Enforcement mid/high); prescription safety eyewear up to \$400.00; vented Under Armor shirt; and radio earpiece.

Maintenance and Cooks are not unique to DOC, and are not eligible for interest arbitration.

The parties have agreed that the Employer will provide radio earpieces. In bargaining at the General Government Table prior to this hearing, the parties tentatively agreed to a new Article 21.5, Safety Footwear. The new Article 21.5 provides a biennial allowance of \$225.00 per pair for employees in specified agencies who are “required to wear safety footwear as essential Personal Protective Equipment (PPE).” DOC is not among the listed agencies for this allowance. The new Article 21.5 also grandfathers in agencies “with policies or practices that allow a higher allowance” and permits agencies to authorize additional reimbursement if boots are damaged or worn out ahead of the next scheduled allowance. The Union states that it would accept the General Government Table tentative agreement regarding boots.

The primary focus of the evidence on this proposal had to do with the desirability of boots in specific situations, particularly in chasing down suspects, kicking down doors, and walking in unsanitary areas or sites with unsafe footing. Incumbents in the classifications before me are not required to wear boots, and some choose other footwear in the situations where the Union asserts boots would be desirable. Some purchase boots at their own expense, at approximately \$200 per pair. No evidence was adduced as to the desirability of boots for several of the classifications listed in the Union’s proposal.

The fourth sentence of Article 21.1 permits DOC to decide whether to require particular footwear for particular positions. If DOC makes that decision, Article 21.1 requires DOC to provide the footwear or an

equivalent allowance, in the same manner as with required uniforms. A decision to require employees in some classifications to wear a specific brand of boots, or other attire or equipment, would fall under Articles 21.1 and 21.2. The agreement to provide radio earpieces fits within the “equipment” language of Article 21.2, so no new language is required for that agreed-upon equipment. As noted, some of the positions listed in the Union’s proposal are not the subject of this interest arbitration, and I therefore have no jurisdiction to award language governing their terms and conditions of employment. I award the status quo, subject to any final language changes that result from bargaining at the General Government Table.

#### ARTICLES 41/42 - COMPENSATION

Classifications are assigned to salary ranges that are 2.5% apart. In developing its wage proposals, the Employer sought to maintain at least a 5% wage gap between supervisors, who are unrepresented, and their highest-paid subordinates. A gap of less than 5% is referred to as compression; having supervisors paid less than their highest-paid subordinate is referred to as inversion. The 2016 interest arbitration resulted in both compression and inversion. The Employer raised supervisors’ pay to correct both after the 2016 interest arbitration.

General wage increases at each pay range were in negotiations at the General Government Table at the time of hearing. The parties informed me on September 27 that agreement has been reached on an across-the-board pay increase in that bargaining. In view of the shortness of time to present argument and complete this Opinion and Award, I suggested, and the parties agreed, that the specifics of that General Government Table agreement need not be presented to me.

The parties agree that some classifications should be paid at higher ranges. They disagree on the appropriate ranges for those classifications, and the Union proposes higher ranges for all the classifications that are eligible for interest arbitration. The State also proposes to abolish one classification and reallocate its incumbents to a higher-rated classification, and to reallocate some employees to classifications that are paid at higher ranges. The Union opposes the proposed reallocations. The affected classifications, number of affected employees, current ranges, and proposed range changes are:

Classification	Positions	Current Range	Union Proposal	State Proposal
CCA	1	36CC	42CC (15% increase)	39CC (7.5% increase)
CCO 1	0	45	51 (15% increase)	No proposal
CCO 2	554	52	58 (15% increase)	No proposal
CCO 3	264	55	61 (15% increase)	Reallocate 17 to CS 3 at range 57 (5% increase)
CCS	119	59	65 (15% increase)	Abolish classification; reallocate to CS 4 at Range 61
CHO 3	39	60	66 (15% increase)	No proposal
CHO 4	6	63	69 (15% increase)	No proposal
CO 2	54	46	52 (15% increase); Parity with Teamsters	48 (5% increase)
CO 3	7	50	56 (15% increase); Parity with Teamsters	52 (5% increase)
CMHC 2	0	49	55 (15% increase); Parity with Teamsters	No proposal
CMHC 3	6	55	61 (15% increase); Parity with Teamsters	No proposal
CS 3	7	57	61 (10% increase) <sup>5</sup> plus eligibility for training pay, or 69 (30% increase); Parity with Teamsters	Reallocate to CS 4 at range 61 (10% increase)
CS 4	new	new	65 (new); Parity with Teamsters	New classification at range 61

As to the five classifications that also exist in the larger Teamsters bargaining unit (italicized in table), the Union proposes specific range increases, but also a “me-too” clause that would bring their pay to the same level for the same classifications in the Teamsters bargaining unit, which was at impasse and going to interest

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<sup>5</sup> The Union’s August 2, 2018 final offer proposed Salary Range 61 for this classification, a 4-range, 10%, increase. Its final offer proposed Salary Range 45 for the CS 4 classification. Its opening and closing statements proposed a 12-range, 30%, increase for the CS 3 classification. In preparing this Opinion and Award, I sought clarification as to the Union’s position. 30% is the Union’s estimate of another way to provide the CS 3 classification with the equivalent of a 4-range increase plus \$15/hour training pay under Appendix P.

arbitration at the time of the hearing in this matter.<sup>6</sup> The State proposes to establish a new Corrections Specialist 4 (CS 4) classification at Range 61 and reallocate the incumbents in two existing lower-range classifications (CCS and CS 3) to the new CS 4 classification. It also proposes to reallocate 17 incumbents in the CCO 3 classification to CS 3, which would result in a 2-range increase to Range 57 for those employees.

Apart from the “me-too Teamsters” aspect of the Union’s proposal, the cost of the Union’s economic proposal for the 2019-21 biennium is \$24,043,614; the cost of DOC’s economic proposal is \$1,747,431.

#### MARKET SURVEY

Segal Waters Consulting (“Segal”) conducted the survey for the Employer for this round of bargaining; it conducted similar surveys for prior rounds of bargaining, including for the current FY 2017-19 Agreement. For this round of bargaining, Segal surveyed 5 benchmark positions – CCO 2, CCS, CO 2, CO 3, and CHO 3 – in 7 states – Arizona, Colorado, Montana, Nevada, New Mexico, Oregon, and Utah. Both the benchmark positions and the comparator states for the Segal survey were selected by the Employer. Of the five benchmark positions in the Segal study, CCO 2 is the most numerous bargaining unit position; CCS is third; CO 2 is fourth; CHO 3 is fifth, and CO 3 is tied for sixth. These five classifications totaled 773, or 73.13% of the 1,057 positions. Montana, New Mexico, and Oregon have union representation; the others do not.

The Segal survey was conducted by providing job summaries of the five benchmark positions to contacts in the comparator states and asking them to identify matching positions in their workforce. The comparator states were asked to provide:

- The matching title
- Whether the classification is represented or unrepresented
- The effective date of the salary schedules
- The definition of the workweek (e.g., 40 hours/week)
- The annual scheduled base pay rates for the following years of service as of Fiscal Year 2019:
  - » Minimum (entry)
  - » 6 months
  - » 1 year
  - » 5 years

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<sup>6</sup> On September 27, the parties notified me that the interest arbitration award in the Teamsters had unit had been received. Due to its recent receipt, and the lack of an opportunity for the parties to brief the impact of that interest arbitration award, it was not submitted.

- » 10 years
- » 15 years
- » 20 years
- » 25 years
- » Maximum
- Longevity premiums

The Segal report adjusted the compensation data for differences in the length of the work week to calculate pay for a 40-hour workweek. Segal adjusted for cost of living differences, using the Regional Price Parities (“RPP”) Index. Each of the comparators surveyed had a lower RPP Index than Washington. Segal compared pay differentials (language pay, shift pay, geographic location pay, and premiums for certain qualifications), supplemental pay (dangerous work environment, dog handler premium, emergency response team, fitness incentive, instruction pay, meal, relocation, and uniform allowances), paid time off, health benefits, additional benefits (cost sharing for life and disability insurance), and retirement benefits.

Segal drew comparisons for each of the positions surveyed for which it had sufficient market data. It considered a position to be at market if the adjusted direct compensation (adjusted for work week and longevity pay) was between 95% and 105% of the overall average midpoint<sup>7</sup> for the comparators, which Segal used as the market pay rate. With these adjustments, one benchmark title was below market at the midpoint; three were at market (95-105%); and one (CCS) had only one match, which was too little data to draw conclusions. After adding geographic adjustments, four were below market, and one (CCS) had insufficient market data.

As to the last five of the factors studied, Segal found that

- the Employer’s competitiveness as to pay differentials varied. For example, the Employer offers language pay; the majority of peers did not.
- the Employer’s supplemental pay policies were consistent with peers, but were more generous in the number of different types of supplemental pay.
- the Employer’s paid time off was more generous regarding paid vacation days over a 25-year period.

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<sup>7</sup> The midpoint is the mathematical midpoint between the lowest and highest pay rates. To calculate the percentage raise that would be required to bring what Segal deems to be a below-market wage to the 95% bottom of the market range, one would subtract the percent of the midpoint average from 95, then dividing by the percent of the midpoint average. Thus, for example, if a position was at 78% of the midpoint average, the percentage raise to bring that classification to 95% of the midpoint average would be  $(95-78)/78 = 21.8\%$ .

- the Employer’s cost sharing percentage for health benefits was slightly lower than the market average for two of the four tiers of coverage for PPO medical, vision, and dental benefits, but higher when using HMO and CHDP medical plan types.
- the Employer contributes more than average for retirement benefits for general employees, but less than the average for correctional employees.

Segal also calculated the impact of the proposals on the Employer’s market position for the four classifications for which there was sufficient market data. The following summarizes these calculations:

Classification	Employer: Percent of Minimum	Employer: Percent of Midpoint	Employer: Percent of Maximum	Union: Percent of Minimum	Union: Percent of Midpoint	Union: Percent of Maximum
CCO 2	104%	96%	91%	121%	112%	106%
CHO 3	103%	95%	90%	119%	110%	105%
CO 2	101%	97%	93%	99%	94%	90%
CO 3	94%	90%	88%	93%	90%	88%

The Union conducted a less formal survey of other jurisdictions. It identified positions it deemed comparable to the CCO 2 classification in Colorado, Idaho, Nevada, and Oregon; to the CCO 3 classification in Colorado, Idaho, and Nevada; and to the CCS classification in Colorado and Idaho. Some, but not all, of the identified positions were the same positions identified in the Segal study. The Union presented unadjusted hourly minimum, mid-range, and maximum pay information for the positions it identified in those states.

Uses and Limitations of the Survey Data

It is appropriate at this point to discuss the uses and limitations of salary surveys in interest arbitration. No two states have positions with exactly the same duties and responsibilities. Selecting the most comparable position is a judgment call. For example, for the CCO 2 classification, the Union chose Correctional Counselor as the comparable classification in Oregon, whereas Segal chose Adult Parole & Probation Officer.

Salary surveys also rarely study all of the classifications, and did not in this case. To fill the gap, it is common to rely on generally accepted salary administration principles. One of the most widely accepted such principles is that relative pay rates between levels of the same series should maintain a reasonable progression. Gaps that are too large or too small tend to skew the ability to recruit and retain qualified employees.

Finally, and perhaps most importantly, salary surveys do not account for other factors that are generally considered in arbitration – e.g., recruitment and retention issues, complexity of the work, avoiding compression and inversion, changes in duties and/or required training.

In analyzing this case, I will discuss the results of the market information presented, but consider it as only part of the larger picture.

#### Use and Limitations of Interest Arbitration for Wage Administration

Classifications and salary schedules should be correlated to the duties and responsibilities of employees performing various functions within an organization. Once a salary range for a classification is set appropriately, there should rarely be a need to change it. It becomes necessary to re-visit the range assigned to a classification when there are changes in required qualifications, duties, and responsibilities; market changes that affect recruitment and retention; and other similar factors bearing on appropriate compensation. In the main, however, it would be odd for every classification in a bargaining unit to require a change in salary range. In this regard, salary range changes are not a substitute for either increases from greater experience in the position (which is the purpose of levels within a salary range<sup>8</sup>) or cost of living (which is the purpose of general wage increases for the bargaining unit as a whole).

With these background principles in mind, it is time to turn to the specific proposals for each of the affected classifications.

#### COMMUNITY CORRECTIONS ASSISTANT

The CCA is the first level of the series that includes CCO's and CCS's, and is support staff to those positions. The sole CCA has worked in CCD for at least the past three fiscal years.

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<sup>8</sup> The normal expectation is that employees will become more valuable as they gain experience in a position, and that their pay will rise accordingly. That was the concern in 2016 with the CMHC series, where the Employer found it necessary to hire at the top level of the salary range in order to recruit qualified candidates. Hiring at the top of the salary range left CMHC's unable to have any pay increases other than general wage increases. That unfortunate situation was addressed with a substantial salary range increase in that year's Opinion and Award.

In the 2016 interest arbitration, I awarded a 1.3% raise to the “CC Range” that was offered by the Employer, and declined to award the 4-range increase proposed by the Union because of the lack of evidence of changes in qualifications and responsibilities or other factors that might support a change in ranges (unlike higher levels in this series that year). In this year’s bargaining, the Employer proposes a 3-range increase, from 36CC to 39CC, while the Union seeks a 6-range increase, to 42CC.

Limited evidence supports a raise for this classification. However, there is a large gap between this classification and the next classification in the series, the CCO 1 – a gap that would be narrowed by the 3-range proposal from the Employer for this classification. The Employer also bases its proposal for this classification on its plan to create a new Corrections Specialist Assistant (“CSA”) classification at Range 39 to support the CS series. The Union’s 6-range proposal is consistent with its proposals for the rest of the CCO series.

I award the 3-range increase proposed by the Employer to Range 39CC.

#### COMMUNITY CORRECTIONS OFFICER 1 AND 2

The CCO 1 classification is empty, as it was in 2016. In awarding a 6-range increase for this classification in the 2016 interest arbitration, I noted evidence from the Employer of recruitment and retention concerns with this classification series. One way of addressing those concerns at the bottom end of a series is to staff at the next higher level, which is what was already occurring in 2016 and continues today. The Union seeks a 6-range increase for the CCO 1 and CCO 2; the Employer proposes status quo.

In the past three fiscal years, CCO 2 turnover has been 6.9%, 5.1%, and 6.8%. One CCO 2 in the Longview Work Release Reentry Division previously worked in the Teamsters unit.

The Segal study found matching positions for the CCO 2 in all seven comparator states. After adjusting for longevity and RPP, it found the classification was paid 102% of the average minimum, 94% of the average midpoint (thus below market by Segal’s definition), and 89% of the average maximum pay. For the four states that reported base pay progression at the intervals studied – Montana, Nevada, Oregon, and Utah – compensation was at 99% after six months, 90% after 1 year, 101% after five years, 91% at 10 and 15 years, and 89% at 20 and 25 years.



The Union found that Oregon and Nevada paid higher hourly rates at minimum, mid-range, and maximum levels; Colorado paid less at the minimum, but exceeded the hourly rate at mid-range and maximum; and Idaho paid less at all three points in the progression.

The CCO 1 classification is effectively defunct, and has been for at least one biennium. Any pay range adjustment for the CCO 1 serves only to fill the gap between the CCA and the CCO 2 to maintain the skeleton of the pay structure. The record does not reflect significant changes in duties or level of responsibilities in the series since 2016, when I awarded a 6-range increase to CCO 1's and a 3-range increase to CCO 2's. Changes in the assessment tools did not change the complexity or difficulty of the job.

I award the status quo to the CCO 1 and CCO 2 classifications, at ranges 45 and 52, respectively.

#### COMMUNITY CORRECTIONS OFFICER 3

The Union proposes a 6-range increase for the CCO 3 classification, from 55 to 61. The Employer proposes to reallocate 17 CCO 3's in the Family Offender Sentencing Alternatives and Less Restrictive Alternatives programs to the CS 3 classification, resulting in a 2-range increase for them to range 57, but status quo as to the remaining 247 CCO 3's. The Union opposes this and all other changes in classification.

In the past three fiscal years, turnover in this classification has been 2.9%, 1.9%, and 2.4%. One CCO 3 in the Longview Work Release Reentry Division previously worked in the Teamsters unit.

The Segal study did not survey for this position. The Union found that Colorado paid more at all points in the progression, and that Idaho paid less, in the positions selected for comparison.

Administration of classifications, drafting of position descriptions, and similar personnel functions do not lend themselves to interest arbitration. No showing has been made that the Employer is acting arbitrarily or in bad faith in reclassifying 17 CCO 3's to CS 3. This action results in a pay range increase, so there is no concern over grandfathering or otherwise protecting wage rates. As to the remaining CCO 3's, the record does not establish that their duties and responsibilities have changed sufficiently to warrant a change in pay range. I award the status quo as to those employees who will remain in the CCO 3 classification, at range 55. The 17 employees who will be reallocated to CS 3 will be addressed in that portion of this Opinion and Award.

## COMMUNITY CORRECTIONS SPECIALIST

CCS is the highest classification within the series that includes CCA's and CCO's 1, 2, and 3. The Union proposes a 6-range increase for this classification. The Employer proposes to reallocate incumbents in this position to a newly-created CS 4 position at Range 51, 2 ranges higher than their current Range 59. The Union opposes this reallocation.

In the past three fiscal years, the turnover in this classification has been 3.1%, 2%, and 2%. Segal found only one matching classification among the comparators, in Colorado. The Union found a different matching classification in Colorado (Community Parole Supervisor rather than Community Parole Officer), and one in Idaho. The Colorado position paid more than CCD at each point in the progression; Idaho paid less at minimum, but more at mid-range and maximum progression.

The Employer presented evidence supporting its conclusion that the duties and responsibilities of these employees now warrant a higher classification. The Union has not rebutted that evidence. I award the reallocation of these employees to CS 4; the pay range for that new position will be addressed in that portion of my decision.

## CORRECTIONAL HEARINGS OFFICER 3 and 4

The Union seeks a 6-range increase for the CHO 3 and 4. The Employer proposes status quo. There has been no turnover in the CHO 3 and 4 classifications in the past three fiscal years.

Neither the Segal study nor the Union's informal survey addressed the market position for the CHO 4 classification. The Union also did not survey the CHO 3. The Segal study found matching positions for the CHO 3 in five comparator states; none in Nevada and New Mexico. After adjusting for longevity and RPP, it found the classification was paid 100% of the average minimum, 92% of the average midpoint, and 87% of the average maximum. Only one state, Oregon, reported base pay progression in the intervals Segal studied. This classification received 88% of Oregon's pay at 6 months and one year; 85% at five years; 76% at 10 years, and 78% at 15, 20, and 25 years.

On this record, the decisional and legislative changes that occurred before the 2016 interest arbitration did not lead to a significant change in duties or responsibilities for CHO's. Despite the Segal market data, there has been no recent turnover in these positions. I therefore award the status quo, leaving them at Range 60 and 63, respectively.

#### CORRECTIONS AND CUSTODY OFFICER 2

The Union proposes a 6-range increase for the CO 2 classification and a "me too" clause giving it parity with the same classification in the Teamsters bargaining unit. The Employer proposes a 2-range increase based on retention issues, salary inequities with the Teamsters bargaining unit (where the same position is currently paid 1.9% more), and some compression with this classification series.

In the past three fiscal years, turnover in the CO 2 position has been 18.6%, 10.6%, and 14.2%. Transfers within the DOC in this classification within the past three fiscal years have been 6, 15, and 2; one of those transfers, in fiscal year 2018, was to the Teamsters bargaining unit. In the Longview Work Release Reentry Division, two sergeants and 8 CO 2's previously worked in the Teamsters bargaining unit.

The Segal study found matching positions for the CO 2 in all seven comparator states. After adjusting for longevity and RPP, it found the classification was paid 94% of the average minimum, 90% of the average midpoint, and 87% of the average maximum pay. For the five states that reported base pay progression at the intervals studied - Arizona, Montana, Nevada, Oregon, and Utah - compensation was at 98% after six months, 95% after 1 year, 99% after five years, 87% at 10 years, 88% at 15 years, and 86% at 20 and 25 years.

Both parties agree that some adjustment is due in this classification. That conclusion is supported by turnover. It is also supported by the Segal market data. The question is: how much of an adjustment, and should it be tied to the Teamsters rates?

The CO 2 received a 3-range adjustment in the 2016 interest arbitration based, in part, on the discrepancy with the pay in the Teamsters unit and, in part, on the outflow to other jurisdictions. Retention remains a significant issue - but not to the Teamsters bargaining unit, which in any event is paid at less than a

full range above the CO 2 in this bargaining unit. In my view, it is unwise to tie compensation to a different bargaining unit. I decline to do in this case.

In this round of market surveys, as in 2016, the gap between pay for this classification and that in comparator jurisdictions widens greatly between 5 and 10 years out, just when the Employer would begin to get the full benefit of the training invested in a new employee. The data does not show at what tenure CO 2's leave; it simply shows that they leave at undesirable rates. Barely reaching the bottom of the market for new hires does not facilitate retention. It ultimately makes it likely that the Employer will continue to see churn with the accompanying excessive recruitment and training costs. At the same time, a 6-range jump would be quite substantial. While no figure is ideal, I award a 4-range increase, to Range 50, but with no "me too" provision.

#### CORRECTIONS AND CUSTODY OFFICER 3

The Union proposes a 6-range increase for the CO 3 and a "me too" clause giving it parity with the CO 3 position in the Teamsters unit. The Employer proposes a 2-range increase. None of the seven CO 3's has left CCD in the past three fiscal years. Two transferred internally in fiscal year 2016; one of those was to the Teamsters bargaining unit. Two transferred internally in fiscal year 2017, neither to the Teamsters unit.

The Segal study found matching positions for the CO 3 in all seven comparator states. After adjusting for longevity and RPP, it found the classification was paid 87% of the average minimum, 84% of the average midpoint, and 82% of the average maximum. Three comparators - Nevada, Oregon, and Utah - reported progression at the intervals Segal studied. Within that smaller group, base pay progression was 86% at 6 months, 84% at one year, 86% at five years, 77% at 10 years, 78% at 15 years, and 76% at 20 and 25 years.

This classification illustrates the uncertainties in the market survey approach to compensation. One would expect that the below-market results of in the Segal survey would generate turnover similar to that in the CO 3 classification, where the market survey gap was actually smaller - but that has not been the case. The Employer does, however, propose a 2-range increase to avoid salary compression within the series. Having awarded a 4-range increase to the CO 2 classification, to avoid compression, I award a 4-range increase to the CO 3 classification, to Range 54. For the reasons discussed above, I do not award a "me too" provision.

## CORRECTIONAL MENTAL HEALTH COUNSELOR 2

There are no incumbents in the CMHC 2 position within CCD, as was also true in 2016. The Union proposes a 6-range (15%) increase and parity with the Teamsters; the Employer proposes status quo.

In the 2016 interest arbitration, I awarded the Employer's proposal of a 2-range increase for this classification. Given that the Employer was hiring at the top of the CMHC 3 range at the time, it was unlikely then, and continues to be unlikely, that this position will be filled at any salary range that makes sense from the standpoint of a salary structure. I award status quo at range 49 – but with a reasonable degree of certainty that this will remain an empty classification in any event. For the reasons discussed above, I do not award “me-too.”

## CORRECTIONAL MENTAL HEALTH COUNSELOR 3

At the time of the 2016 interest arbitration, the Employer was hiring new CMHC's into the CMHC 3 classification at the top of their range, leaving no room for pay raises other than from general wage increases. I awarded a 6-range increase. The Union now proposes an additional 6-range increase and a “me too” clause seeking parity with the CMHC 3 in the Teamsters bargaining unit; the Employer proposes status quo.

In the past three fiscal years, none of the six CMHC's have left CCD, and none have transferred internally. The record does not reflect whether the Employer continues to have to hire at or near the top of the range in this classification. The primary rationale offered by the Union for its proposal is to continue to maintain roughly equal with the Teamsters. The record does not reflect substantial changes in duties and responsibilities. I award the status quo at Range 55. For the reasons discussed above, I do not award “me-too.”

## CORRECTIONS SPECIALIST 3 AND APPENDIX P – ASSIGNMENT PAY

CS 3's are responsible for providing and coordinating training throughout DOC. They work alongside personnel in other positions (e.g., CCO's and CO's) and in the Teamsters unit who are certified to provide training. The issues raised regarding compensation of this classification overlap the issues raised regarding assignment pay under Reference 50 of Appendix P. I will therefore discuss the two issues together.

Appendix P provides for premium pay for performing particular duties. Reference #50 of Appendix P specifically compensates DOC personnel for instructing and training. The parties agree to add two types of

instruction/training (taser and verbal tactics) for which premium pay is paid. I award that language change. The Union additionally seeks to remove a provision excluding employees in two units – one of which, the Emergency Operations Unit (“EOU”), is staffed by CS 3’s – from receiving instruction/training pay; the Employer opposes this additional change. The Union’s proposed changes, with the agreed-upon change, read:

Within the Department of Corrections ~~(excluding those assigned to the Training and Development Unit and Emergency Operations Unit)~~, certified instructors of defensive tactics, firearms, **taser, verbal tactics** and pistol maintenance will be compensated an additional fifteen dollars (\$15.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-certification training.

The Union initially proposed a 4-range (10%) increase for the CS 3 classification, plus elimination of the exclusion of EOU and Training and Development Unit (TDU”) personnel from from assignment pay for training. At hearing, as an alternative way to reach what the Union deems roughly the same financial effect, it proposed a 12-range (30%) increase for the CS 3 classification with a continued exclusion from assignment pay for training/instruction.

The Employer proposes to reallocate the CS 3’s in the EOU to a new CS 4 position based on higher-level duties. The CS 4 would be paid four ranges higher than the CS 3, at Range 61. The Employer proposes to continue the exclusion of the EOU from assignment pay. The Employer, as noted, also proposes to reallocate 17 CCO 3’s who work in the Family Offender Sentencing Alternatives and Less Restrictive Alternatives programs to the CS 3 classification, and I have awarded that change. Those 17 CCO 3’s would not join the EOU CS 3’s in moving to the new CS 4 position under the Employer’s proposal.

In the 2016 interest arbitration, the Union proposed an 8-range raise for the CS 3 classification, and suggested that it might be more appropriate to create a new classification. I recommended no pay increase due to a lack of evidence of any change in duties and responsibilities, but suggested a classification analysis would be beneficial. Prior to that proceeding, the CS 3 classification was paid at 2 ranges higher than the CCS classification; however, I awarded the CCS classification a 4-range increase, thus reversing the relative pay scales. The Employer’s proposal would reclassify both the CCS’s and the CS 3’s who work in the EOU to a new CS 4 classification, both at the same new (higher) salary range.

In fiscal year 2018, the CS 3 classification had 14.3% turnover (i.e., one of the 7 CS 3's left). It had no turnover in the previous two fiscal years.

The Union does not represent employees in the TDU. I am therefore without authority to rule on the proposed elimination of the exclusion of that unit from assignment pay. CS 3's in the EOU are responsible for training DOC personnel at all levels, including managers. Their job descriptions designate training as an essential function of their position. As a result of the exclusionary language in Reference #50, CS 3's do not receive additional compensation for the time they spend in giving or receiving training.

CS 3's in the EOU train alongside personnel from other classifications whose base pay is at a lower pay range, but whose pay while engaged in training is greater because they receive \$15/hour in assignment pay for that time. According to the Employer's witnesses, the purpose of paying assignment pay for training is to encourage qualified employees to make themselves available to train others, beyond their regular duties.

The CS 3's in EOU exist to provide training. No evidence exists that any classification other than CS 3 spends the bulk of its time giving or receiving training. The \$15/hour that trainers from other classifications receive is short-term and dependent on when they are used to train. Their temporary receipt of a premium for duties beyond their normal assignment is distinguishable from the everyday pay of a CS 3 for their regular duties. I therefore award the status quo as to Appendix P - Assignment Pay.

As a result of the reallocation of the EOU CS 3's, the only CS 3's will be the 17 former CCO 3's in the Family Offender Sentencing Alternatives and Less Restrictive Alternatives programs. The record is devoid of evidence of a basis for changing the salary range for those 17 newly-allocated CS 3's. I therefore award the status quo to those 17 CS 3's, at Range 57.

#### CORRECTIONS SPECIALIST 4 (NEW CLASSIFICATION)

The Employer proposes to create (or, technically, to re-institute) a new CS 4 classification, at Range 65. It proposes to reallocate the existing CCS classification to the new CS 4, and also to reallocate the EOU CS 3's to the new CS 4 classification, at range 61 (leaving the 17 newly-reallocated former CCO 3's as the only

CS 3's). The Union opposes reallocation to the new CS 4 classification, but proposes that the new CS 4 classification be paid at range 65.

Establishment of a new CS 4 position provides an additional promotional opportunity within the CS series. Range 61 puts the CS 4 four ranges above the next lower classification of CS 3. That gap is consistent with common principles of compensation. I award Range 61 for this classification.

## SUMMARY OF AWARD

### ARTICLE 4 - HIRING AND APPOINTMENTS

Status quo.

### ARTICLE 21 - UNIFORM, TOOLS AND EQUIPMENT

Status quo plus any changes resulting from General Government Table bargaining.

### ARTICLE 42 - COMPENSATION

Community Corrections Assistant: Increase 3 ranges to Range 39CC  
Community Corrections Officer 1: Status quo at Range 45  
Community Corrections Officer 2: Status quo at Range 52  
Community Corrections Officer 3: Status quo at Range 55. Reallocate 17 Family Offender Sentencing Alternatives and Less Restrictive Alternatives Community Corrections Officer 3's to Corrections Specialist 3  
Community Corrections Specialist: Reallocate to CS 4  
Correctional Hearings Officer 3: Status quo at Range 60  
Correctional Hearings Officer 4: Status quo at Range 63  
Corrections and Custody Officer 2: Increase 4 ranges to Range 50. No "me-too" with Teamsters  
Corrections and Custody Officer 3: Increase 4 ranges to Range 54. No "me-too" with Teamsters  
Correctional Mental Health Counselor 2: Status quo at Range 49. No "me-too" with Teamsters  
Correctional Mental Health Counselor 3: Status quo at Range 55. No "me-too" with Teamsters  
Corrections Specialist 3: Status quo at Range 57. Reallocate EOU to Corrections Specialist 4  
Corrections Specialist 4: New position at Range 61

### APPENDIX P - ASSIGNMENT PAY

Within the Department of Corrections (excluding those assigned to the Training and Development Unit and Emergency Operations Unit), certified instructors of defensive tactics, firearms, taser, verbal tactics and pistol maintenance will be compensated an additional fifteen dollars (\$15.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-certification training.



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LUELLE E. NELSON - Neutral Chairperson



## WITNESSES FOR THE FEDERATION

Lloyd DeShazer  
Geryl Post  
Don Malow  
Teresa Parsons  
William Copland  
John Tulloch  
Paul Ockerman  
Dominga Soliz  
Scott Shapiro  
Mark Kucza

## WITNESSES FOR THE EMPLOYER

Julie Martin  
Ronald Stormer  
Mac Pevey  
Jim Crawford  
Theodore Lewis  
Elliot R. Susseles  
Melinda Aslakson  
Tranquilina Cooley  
Jeanette Dixon

## EXHIBITS

### Joint

- J-1 2017-2019 Interest Arbitration Findings, Discussion and Award
- J-2 OFM's Determination of Financial Feasibility for 2017-2019 Collective Bargaining Agreement
- J-3 Collective Bargaining Agreement Between State and Union 2017-2019
- J-4 Certification of Issues to Interest Arbitration from PERC
- J-5 Employer's Protected Position
- J-6 Union's Protected Position

### Employer

- E-1 DOC Organizational Chart dated July 16, 2018
- E-2 DOC Organizational Chart dated July 21, 2016
- E-3 Percentage of DOC Employees by Representation
- E-4 CCD Organization Chart dated June 2018
- E-5 DOC Fact Card dated March 31, 2018
- E-6 WFSE - Two Separate Bargaining Processes
- E-7 WFSE Represented Employees
- E-8 Washington State Budget Process
- E-9 State Budget Overview (PowerPoint)
- E-10 Economic and Revenue Forecast Council Executive Summary
- E-11 Regional Map
- E-12 Correspondence regarding Compression/Inversion

- E-13 CCO1 Chart
- E-14 CCD Arrests statistics FY17 & FY18
- E-15 CCD Workload Assessment Recommendations
- E-16 Prioritized UMCC Workload Reduction List
- E-17 Work Release – Reentry Organization Chart
- E-18 Elliot Susseles Résumé
- E-19 Segal 2018 Compensation Survey Results
- E-20 Segal 2018 Compensation Survey Results PowerPoint
- E-21 Cost of State and Union Article 42 Proposals
- E-22 WFSE DOC Agency-Wide Turnover
- E-23 Union Proposal Class & Compensation Analysis Summary
- E-24 WFSE CO2 & 3 CMHC2 & 3 internal movement
- E-25 State's Final Compensation Proposal
- E-26 RCW 41.06.152
- E-27 State's Proposal Class & Compensation Analysis Summary
- E-28 Union Final Proposal
- E-29 Comparison of Employer and Union Economic Proposals
- E-30 WFSE Community Corrections CO2 & CMHC2 & 3 salary commensurate with Teamsters
- E-31 Equipment List
- E-32 Ordering catalog (PowerPoint)
- E-33 CCSAC employee survey summary
- E-34 Union Proposals
- E-35 Cost of Union's non-Article 42 proposals
- E-36 DOC Policy 830.005 - Damage to Employee Clothing and Jewelry
- E-37 Staff Safety Report
- E-38 Security and Emergency Management Organizational Chart
- E-39 Position Description for Corrections Specialist 3 (CS 3) (firearms instructor)
- E-40 Union Final Proposal
- E-41 Position Description for Corrections Specialist 3 (CS 3) (defensive tactics instructor)
- E-42 Employer's Final Proposal
- E-43 Assignment Pay Reference expansion to include EOU and TDU
- E-44 Transfer List Summary
- E-45 State Final Proposal
- E-46 FY18 vs. FY19 Pay Schedule Increases
- E-47 Hearing Officer Review for Offender Representation at Hearing
- E-48 Academy Risk Management and Case Management Models
- E-49 Historical snapshot of content of various case management academies

## Federation

- U-1 Union Summary of Issues
- U-2 Union Department of Corrections Bargaining Unit Description
- U-3 2017-2019 CBA Article 4 – Hiring and Appointment
- U-4 2017-2019 CBA Article 21 – Uniforms, Tools and Equipment
- U-5 2017-2019 CBA Article 42 – Compensation
- U-6 2017-2019 CBA Appendix P – Assignment Pay
- U-7 Last Union Proposal Article 21 – Uniforms, Tools and Equipment
- U-8 Initial Union Proposal Article 42 – Corrections & Custody Officer 2&3 (CO 2&3)
- U-9 Initial Union Proposal Article 42 – Corrections Mental Health Counselor 2&3 (CMHC 2&3)
- U-10 Initial Union Proposal Article 42 – Correction Specialist 3 (CS3)

U-11 Initial Union Proposal Article 42 – Correctional Hearings Officer 3&4 (CHO 3&4)  
U-12 Initial Union Proposal Article 42 – Community Corrections Assistant (CCA); Community Corrections Officer 1,2&3 (CCO 1, 2&3); Community Corrections Specialist (CCS)  
U-13 Union Counterproposal – Article 42 Compensation dated 8-2-18  
U-14 Initial Union Proposal – Appendix P – Assignment Pay  
U-15 Employer Counterproposal – Appendix P – Assignment Pay  
U-16 Community Corrections Assistant (CCA) Current Class Specification  
U-17 Community Corrections Officer 1 (CCO 1) Current Class Specification  
U-18 Community Corrections Officer 2 (CCO 2) Current Class Specification  
U-19 Community Corrections Officer 3 (CCO 3) Current Class Specification  
U-20 Community Corrections Specialist (CCS) Current Class Specification  
U-21 Corrections & Custody Officer 2 (CO 2) Current Class Specification  
U-22 Corrections & Custody Officer 3 (CO 3) Current Class Specification  
U-23 Corrections Mental Health Counselor 2 (CMHC 2) Current Class Specification  
U-24 Corrections Mental Health Counselor 3 (CMHC 3) Current Class Specification  
U-25 Corrections Specialist 3 (CS 3) Current Class Specification  
U-26 Correctional Hearings Officer 3 (CHO 3) Current Class Specification  
U-27 Correctional Hearings Officer 4 (CHO 4) Current Class Specification  
U-28 Community Corrections Assistant (CCA) Draft Class Specification  
U-29 Corrections Specialist 1 (CS 1) Draft Class Specification  
U-30 Corrections Specialist 2 (CS 2) Draft Class Specification  
U-31 Corrections Specialist 3 (CS 3) Draft Class Specification  
U-32 Corrections Specialist 4 (CS 4) Draft Class Specification  
U-33 Corrections Specialist Assistant (CSA) Draft Class Specification  
U-34 Swift and Certain Sanctioning – 2018 Report to the Legislature  
U-35 Washington Dept. of Corrections "Fact Card" as of 12/31/16, 6/30/17 and 3/31/18  
U-36 DOC Incarceration and Community Custody Trends  
U-37 Assessment & Interviews Help Guide  
U-38 Evidence Based Practices  
U-39 In the Matter of Blackburn  
U-40 Grisby v. Herzog  
U-41 Washington State Dept. of Corrections Compensation Survey Results  
U-42 Advance Corrections Project Closeout Meeting – Summary Report  
U-43 WFSE Comparison to Community Corrections Officers (CCO)  
U-44 Example Position Descriptions re: Appendix P  
U-45 General Government TA for Article 21  
U-46 Job Announcement for Violations Defense Attorney  
U-47 Grisby v Herzog CCD Training, April 2017  
U-48 References, Assignment Pay, Effective August 10, 2018