# PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN

### THE STATE OF WASHINGTON

#### AND

#### THE DEPARTMENT OF CORRECTIONS AND TEAMSTERS LOCAL 117

## MANDATORY OVERTIME ASSIGNMENTS FOR Correctional Officers and Correctional Sergeants

The parties agree to the following:

- 1. Correctional Officers and Correctional Sergeants will not be required to work more than eight (8) hours of mandatory overtime in a work week.
  - a. If under Article 17.2 (I), an employee submits paid leave, for the purposes of this MOU, it will not count towards the eight (8) hours of mandatory overtime worked in a work week, and the employee will not be moved to the top of mandatory overtime list.
- 2. During the terms of this agreement, DOC will cover operations in the following manner:
  - a. DOC will follow the procedures in 17.2 (D) Assignment of Voluntary Overtime and 17.2 (E) All Call of the CBA, and prior to 17.2 (F) Assignment of Mandatory Overtime to Correctional Officers, Sergeants may volunteer for Officer overtime. Overtime assignments for Sergeants will be made in the same manner as Officers and as provided by Article 17 of the parties' CBA. The DOC may not assign Sergeants mandatory overtime in the Correctional Officer classification.
  - b. Prior to 17.2 (F) Assignment of Mandatory Overtime for Correctional Officers and Correctional Sergeants, DOC may assign qualified volunteer DOC employees in the following manner:
    - i. Other qualified Teamsters bargaining unit members
    - ii. Other DOC employees not represented by Teamsters

Prescheduling of overtime outside of the Teamsters bargaining unit classification is prohibited.

c. DOC will follow the procedures in 17.2(F) – Assignments of Mandatory Overtime for Correctional Officers and Sergeants who

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Dated [Incert Date]

have not yet worked 8 hours of mandatory overtime in the work week.

- 3. If during the term of this Agreement the DOC determines they have exhausted all procedures under 2 above and is still unable to maintain adequate staffing levels the DOC will do the following:
  - a. Assess operations
  - b. Utilize the terms of the parties' collective bargaining agreement to assign additional overtime above the requirement of 1 above.
  - c. Facility management will notify the facility Teamsters Business Representative of date, shift, and the need to void 1 above.
- 4. The terms of this Agreement will become effective fourteen days after both parties sign the Agreement.
- 5. This agreement is non-precedent setting and does not establish a practice.
- 6. Except as specifically modified by this agreement, Article 17 and all established overtime scheduling practices remain in full force and effect.
- 7. This agreement will remain in effect for 60 calendar days after both parties sign the agreement and requires mutual agreement to extend this agreement.

Dated [msert Date]	
For the Employer	For the Union
Siobhan Murphy, Labor Negotiator	John Scearcy, Secretary-Treasurer
OFM/SHR	Teamsters 117