

**MEMORANDUM OF UNDERSTANDING**  
**AMONG**  
**THE WASHINGTON FEDERATION OF STATE EMPLOYEES**  
**AND**  
**THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,**  
**LABOR RELATIONS SECTION**

This Memorandum of Understanding (MOU) between the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer; and the Department of Ecology agree on the following to accrete a new bargaining unit under the WFSE collective bargaining agreement.

Regular Work Schedules

WCC Crew Supervisor 1s and 2s have an inherent need for flexibility to adjust their daily work schedules within the regular workweek to accomplish assigned job duties and responsibilities. When adjusting an employee's work schedule, the Employer will consider an employee's preference as long as the agency can meet business and customer service needs and without causing an additional cost to the agency. The Employer may adjust an employee's daily work schedule by more than two (2) hours on any given day to avoid the payment of overtime or accrual of compensatory time.

Temporary Schedule Changes

Overtime-eligible employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible WCC Crew Supervisor 1s and 2s will receive three (3) calendar days' written notice of any temporary schedule change unless mutually agreed to a shorter timeframe. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

Effective July 1, 2019, the follow provisions apply when dispatched by the Department of Natural Resources under the incident command system performing fire suppression duties:

Compensation for Typical Fire Suppression Duties When Dispatched by DNR:

WCC Crew Supervisors performing fire suppression duties as defined in RCW 76.04.005(22), or other emergency duties, when they are working under the incident command system will be compensated as follows:

1. Employees will be paid at a one and one half (1 ½) times the sum of their regular hourly rate (plus two dollars [\$2.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.
2. Two dollars (\$2.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand

down, shift differential, split-shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours.

3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.

Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp employees will be considered on twenty-four (24)-hour duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time.

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are a hot catered meal, adequate sleeping facilities (this means a sleeping bag and tent), and a sleep period of at least five (5) hours that is not interrupted to perform fire duties. Should the agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the agency meets its obligation.

Length of Deployment

1. The Employer retains sole authority to allow employees to dispatch to fires. WCC crews may not accept a dispatch without employer consent.
2. Employees will receive one day of rest and recuperation after ten (10) consecutive days of deployment away from the duty station for fire suppression duty. If an employee is unable to be scheduled for the rest and recuperation day during deployment and can continue to work safely, the rest and recuperation day will occur on the first calendar day after returning from fire duty to the employee's regular duty station.
3. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating the consecutive days of deployment in Subsection B above. During a rest and recuperation period, the employee will be paid eight ten (10) hours miscellaneous leave for an employee on a 4-10 schedule. Rest and recuperation leave is paid at the employee's straight time hourly rate.
4. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee and the Employer. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days will include provision for scheduling a rest and recuperation period if not already taken at the earliest opportunity

consistent with safety and scheduling considerations.

5. When an employee is deployed under the incident command system to fire suppression duty, it is normally appropriate to grant a reasonable rest period after twelve (12) hours of fire line duty. Except when precluded by extraordinary circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.

The parties agree to modify Appendix A - Identified Bargaining Units to add the following:


Decision 12956 - PSRA

Effective Date: December 21, 2018

All Washington Conversation Corps (WCC Crew) Supervisors at the Department of Ecology, excluding non-supervisors, WMS employees and all other employees.

Acknowledged and Agreed:

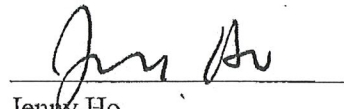
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