

**W. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Compensation for Overtime-Exempt Employees Providing Relief Coverage Outside
of their Current Job Duties during Emergency Staffing within Adult Protective
Services Division, Aging and Long-Term Support Administration**

The Department of Social and Health Services (DSHS), Adult Protective Services Division (APS) have encountered and continue to encounter significant challenges in maintaining staffing levels critical to operations, service delivery, and ensuring vulnerable adult safety. Attracting and recruiting qualified applicants in these positions continues to be a challenge due to the nature of the work which has been exacerbated by the COVID-19 pandemic. In APS Field Operations staff are experiencing significant fatigue and diminished work/life balance due to the number of hours they are working in order to meet operational, vulnerable adult and staff safety needs.

To address emergency staffing needs, DSHS must be able to cover the work using all available employees. This MOU applies to overtime-exempt employees who volunteer to perform work outside of their regular work schedule or on a regularly scheduled day off. This work is not part of the overtime-exempt employee's normal working hours or job duties and is temporary in nature. For purposes of this MOU, the work needed to maintain operations during emergency staffing may include but is not limited to work related to initial face-to-face (IFFs), risk and safety visits, case backlog, intervention, and other emergent needs specific to ensuring vulnerable adult safety, health and well-being within Adult Protective Services (APS).

The Employer and Union agree to the following:

1. Emergency staffing levels will be determined at the sole discretion of the Assistant Secretary of Aging and Long-Term Support Administration (ALTSA).
2. The Appointing Authority, in consultation with the APS Director, as delegated authority from the ALTSA Assistant Secretary, will determine need for work performed based upon the staffing levels or current conditions impacting workload. Denials of any offer to volunteer will not be subject to the grievance procedure in Article 29 Grievance Procedure.
3. DSHS will make every effort to fill positions with WFSE bargaining unit employees assigned to that work prior to assigning non-represented volunteer or WMS volunteer under this MOU. This includes offering overtime to WFSE represented overtime eligible employees who volunteer. Bargaining unit work

performed by a non-represented or WMS employee will remain bargaining unit work.

4. Overtime-exempt employees will receive hour-for-hour straight time compensation at their regular hourly rate for hours worked under this MOU. This rate will only apply to the hours spent performing the duties of the job for which they are volunteering during a staffing emergency. Work does not include vacation, sick, compensatory time, holidays, shared leave, leave without pay, additional compensation for time worked on a holiday, or time compensated as standby, callback, or any other penalty pay.
5. All employees who volunteer and are approved to perform work outside their regular job duties will be provided training and oversight to allow them to perform safely the duties they are volunteering to cover.

Effective May 26, 2022

This MOU will expire on November 30, 2022.

For the Employer

Brenda Moen

Brenda Moen, Labor Negotiator
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For the Union



Ariane Takano, Labor Advocate
Washington Federation of State Employees