

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

**Compensation for Overtime-Exempt Employees Providing Relief Coverage Outside
of their Current Job Duties during Emergency Staffing in Child Welfare
Administration Field Operations**

During the COVID-19 pandemic, the Department of Children, Youth and Families (DCYF), Child Welfare Field Operations Division (CWFO) have encountered and continue to encounter significant challenges in maintaining staffing levels critical to operations, service delivery, and ensuring staff and child safety. Child Welfare 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, youth and staff safety needs.

To address emergency staffing needs, DCYF must be able to cover the work using all available employees. This MOU only 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), monthly health and safety visits, and other emergent needs specific to ensuring child safety, health and well-being in Child Protective Services (CPS), Family Assessment Response (FAR), Family Voluntary Services (FVS), and Child and Family Welfare (CFWS).

The Employer and Union agree to the following:

1. Emergency staffing levels will be determined at the sole discretion of the Assistant Secretary of Child Welfare.
2. The Appointing Authority, in consultation with the Assistant Secretary of Child Welfare, will determine when employee volunteers are needed to perform work based upon the emergency staffing situation at their facility. Denials of any offer to volunteer will not be subject to the grievance procedure in Article 29 Grievance Procedure.
3. DCYF 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 contacting and offering overtime to on-call staff and WFSE represented overtime eligible employees at the facility

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 April 7, 2022

This MOU will expire on June 30, 2022.

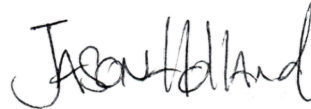
For the Employer



4/7/22

Scott Lyders, Labor Negotiator
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For the Union



Jason Holland, Labor Advocate
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