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**ARTICLE 3**  
**HIRING AND APPOINTMENTS**

3.1 OAH will determine when and how a position will be filled, the types of appointment to be used when filling the position, and the qualifications necessary to perform the duties of the specific position. When making an appointment OAH commits to appointing external and internal, qualified and diverse candidates. Applicants or candidates who need a reasonable accommodation are responsible for requesting reasonable accommodations.

3.2 When OAH has a vacant, funded, Line ALJ position, OAH will fill the position as follows:

A. First, the most senior candidate on the OAH internal layoff list, established under Article 20, Layoffs and Recall, who has the competencies, skills, and abilities required for the position.

B. Second, OAH will consult the transfer or voluntary demotion request list to determine if an internal candidate who has the competencies, skills and abilities required to perform the duties of the position has expressed an interest in the position. Prior to an offer being made and/or accepted, OAH will clarify any position requirements that may result in changes to the employee's working conditions.

C. External qualified candidates.

3.3 Promotional opportunities to fill a permanent Lead ALJ or Senior ALJ position shall be conducted through an open, competitive recruitment process. Any internal candidate who meets the qualifications as determined by OAH will be given the opportunity to interview for the promotion.

3.4 Any salaried ALJ as of July 1, 2021 who has previously approved part-time hours will not have any changes to their hours or benefits without the mutual agreement of the parties.

1 3.5 Probationary Period

2 ~~\_\_\_\_\_ A. Every part-time and full-time employee, following their initial appointment to a~~  
3 ~~permanent position, will serve a probationary period of six (6) consecutive months.~~  
4 ~~The Employer may extend an employee's probationary period, on a day-for-day~~  
5 ~~basis, for any day(s) that the employee is on leave, except for leave taken for~~  
6 ~~military service.~~

7 ~~B. The Employer will ensure that employees in a probationary period will receive:~~

8 ~~\_\_\_\_\_ 1. written performance expectations;~~

9 ~~\_\_\_\_\_ 2. training and mentoring as appropriate for the position and expectations;~~

10 ~~and~~

11 ~~\_\_\_\_\_ 3. written notice of any performance deficiencies.~~

12 ~~\_\_\_\_\_ C. Employee work performance will be evaluated prior to the completion of their~~  
13 ~~probationary period and at least annually thereafter.~~

14 ~~\_\_\_\_\_ D. An employee will obtain permanent status in a job classification upon their~~  
15 ~~successful completion of a probationary period. Failure to successfully complete a~~  
16 ~~probationary period shall result in separation from employment. Such a separation~~  
17 ~~is not subject to the grievance procedure.~~

18 ~~\_\_\_\_\_ E. An employee who is appointed to a different position prior to completing their~~  
19 ~~initial probationary period may be required to serve a new probationary period.~~

20 3.6 Trial Service Period

21 ~~\_\_\_\_\_ A. An employee with permanent status who is promoted, or who voluntarily accepts~~  
22 ~~a transfer or demotion into a job classification for which they have not previously~~  
23 ~~attained permanent status, will serve a trial-service period of six (6) consecutive~~  
24 ~~months. The Employer may extend an employee's trial-service period, on a day-~~

1 ~~for day basis, for any day(s) the employee is on paid or unpaid leave, except for~~  
2 ~~leave taken for military service.~~

3 ~~B. An employee who is appointed to a different position prior to completing their~~  
4 ~~trial service period may be required to serve a new trial service period.~~

5 ~~C. The Employer will ensure that employees in a trial service period receive:~~

6 ~~\_\_\_\_\_ 1. written performance expectations;~~

7 ~~2. training and mentoring as appropriate for the position and expectations;~~  
8 ~~and~~

9 ~~\_\_\_\_\_ 3. written notice of any performance deficiencies;~~

10 ~~\_\_\_\_\_ D. An employee who does not satisfactorily complete their trial service period will~~  
11 ~~be reverted to a funded position that is:~~

12 ~~1. vacant or filled with a temporary appointment within the employee's~~  
13 ~~previously held job classification or~~

14 ~~2. vacant or filled with a temporary appointment within another job~~  
15 ~~classification at or below the employee's previous salary range.~~

16 ~~The reversion option, if any, will be determined by the Employer using the order~~  
17 ~~listed above. The Employer will determine the position the employee may revert to~~  
18 ~~and the employee must have the skills and abilities required for the position.~~

19 ~~The Employer will provide five days' written notice of the reversion. If the~~  
20 ~~Employer fails to provide five (5) days' written notice, the reversion will stand and~~  
21 ~~the employee will be entitled to payment of the difference in the salary for up to~~  
22 ~~five (5) days, which the employee would have worked at the higher level if notice~~  
23 ~~had been given. Under no circumstances will notice deficiencies result in an~~  
24 ~~employee gaining permanent status in the higher classification.~~

1 ~~E. An employee who has no reversion options or does not revert into the highest~~  
2 ~~job classification in which they previously attained permanent status may request~~  
3 ~~that their name be placed on the agency's internal layoff list for positions in job~~  
4 ~~classifications where they had previously attained permanent status.~~

5 ~~F. The reversion of an employee who is unsuccessful during their trial service~~  
6 ~~period is not subject to the grievance procedure.~~

7 **3.6 Temporary Appointments**

8 A. The Employer may make temporary appointments of ALJs:

- 9 1. To address an extraordinary workload peak or backlog of cases; or  
10 2. To fill in when a permanent employee is absent for an extended period.

11 ~~B. Temporary appointments may be made only if the need cannot be met with~~  
12 ~~existing employees. Temporary appointments shall not be used to displace~~  
13 ~~permanent positions.~~

14 C. All temporary appointments will be for a designated period of time and may be  
15 extended for up to twenty-four (24) total months.

16 D. A temporary ALJ may be offered a permanent position dependent upon  
17 caseloads and available funding. Upon accepting a permanent position, the  
18 employee will serve a probationary period or a trial service period.

19 E. The Employer will ensure that temporary ALJs receive:

- 20 1. written performance expectations;  
21 2. training and mentoring as appropriate for the position and expectations;  
22 and  
23 3. written notice of any performance deficiencies.

1 F. The Employer may make temporary appointments of Lead ALJs and Senior  
2 ALJs subject to Section 3.3, above. A permanent employee who accepts a  
3 temporary appointment within the agency will have the right to return to their prior  
4 job classification at the conclusion of their temporary appointment.

5 G. Layoff from Temporary Appointments

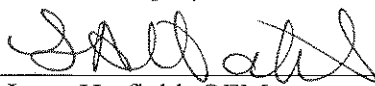
6 1. The Employer may end a temporary appointment prior to the end of the  
7 appointment period as a non-disciplinary separation with a minimum of  
8 three (3) days' written notice, without meeting a just cause standard. This  
9 will result in either a non-disciplinary separation or reversion to a previously  
10 held permanent job status.

11 2. Temporary ALJs will be separated prior to the layoff of any permanent  
12 ALJs.

13 H. If a temporary ALJ is not re-appointed and does not have a permanent position  
14 to which to return, the temporary ALJ will be separated from employment at the  
15 end of the designated temporary appointment period. This separation will not be  
16 considered a layoff under Article 20, Layoff and Recall, and the separated  
17 temporary ALJ will not be placed on the layoff list or be given bumping rights  
18 based on seniority. Failure to re-appoint a temporary ALJ shall not be subject to the  
19 grievance procedure.

20 For the Employer:

For the Union:



9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date

1 **APPENDIX A**

2 **Data Sharing Agreement**

3 Data Sharing Agreements (DSAs) are part of a suite of tools designated to safeguard and protect  
4 employee information. DSAs are a best practice when an agency shares category 3 or higher data.  
5 Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an  
6 agency shares category 3 or higher data outside of their agency, an agreement must be in place  
7 unless otherwise prescribed by law.

8 Data shared under the DSA will be in response to information requests, status reports, and voluntary  
9 deductions reporting as set forth in the collective bargaining agreement and covers both Category  
10 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

11 **Category 3 – Confidential Information**

12 Confidential information is information that is specifically protected from either release or  
13 disclosure by law. This includes, but is not limited to:

- 14 a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- 15 b. Information about public employees as defined in RCW 42.56.250.
- 16 c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).
- 17 d. Information about the infrastructure and security of computer and  
18 telecommunication networks as defined in RCW 42.56.420.

19 **Category 4 – Confidential Information Requiring Special Handling** Confidential information  
20 requiring special handling is information that is specifically protected from disclosure by law and  
21 for which:

- 22 a. Especially strict handling requirements are dictated, such as by statutes,  
23 regulations, or agreements; and
- 24 b. Serious consequences could arise from unauthorized disclosure, such as threats to  
25 health and safety, or legal sanctions.

26 **Transmission Methods**

- 1 1. Status reports information containing category 3 data are provided to the Union  
2 (Receiving Party) in a GAP file to the secure SQL database known as eUnion.
- 3 2. Voluntary deductions reporting containing employee Social Security Number is provided  
4 via a secure flat file.
- 5 3. Information requests containing category 3 or 4 data as defined by OCIO Policy #141.10  
6 are transmitted using the Consolidated Technology Services SFTP area process or other  
7 OCIO approved secure data transmission methodology.  
8

### 9 **Authorized Users and Operations Permitted**

- 10 1. The Receiving Party will not use, publish, transfer, sell, or otherwise disclose any Data  
11 gained by reason of this DSA for any purpose that is not directly connected with the  
12 purpose, justification, and permitted uses of this DSA, except:
  - 13 i. as provided by law or contract; or
  - 14 ii. with the prior written consent of the person or personal representative of  
15 the person who is the subject of the Data
- 16 2. The Receiving Party must implement policies and procedures that limit the Data  
17 disclosed to such persons or classes of persons granting only the amount of access  
18 necessary for individuals needed to perform their job duties to achieve the purpose of the  
19 disclosure as described in this DSA.
- 20 3. In cases where the data is accessed electronically requiring role authorization in the  
21 system, the Receiving Party is responsible to notify OFM of access changes. Receiving  
22 Party approves new staff access and is responsible for timely notification to OFM for  
23 terminating staff access.  
24

### 25 **Protection of the Data in Transport and at Rest**

26 Receiving Party shall take due care and take reasonable precautions to protect Data from  
27 unauthorized physical and electronic access. Receiving Party certifies that it complies with the  
28 requirements of the OCIO 141.10 policies and standards or other equivalent industry standard for  
29 data security and access controls to ensure the confidentiality, integrity and availability of all Data  
30 shared.

31 Receiving party will restrict access to the Data by:

- 1 a) Allowing access only to staff that have an authorized business requirement to view the  
2 Data; and  
3 b) Physically securing any computers, documents, or other media containing the Data.  
4

### 5 **Storage and Disposal of Data No Longer Required**

6 The Receiving Party shall return or destroy any Data provided under this DSA when it is no longer  
7 needed, except as required to be maintained for compliance or accounting purposes. Paper  
8 documents containing Category 4 Data must be destroyed on-site through shredding, pulping, or  
9 incineration.

### 10 **Incident Notification**

11 The compromise or potential compromise of Confidential Information that may be a breach that  
12 requires notice to affected individuals under RCW 42.56.590, RCW 19.255.010, or any other  
13 applicable breach notification law or rule must be reported to OAH's Information Governance  
14 Officer within one (1) business day of discovery.

15 If notification to individuals must, in the sole judgement of OFM, be made Receiving Party will  
16 further cooperate and facilitate notification to required parties, which may include notification to  
17 affected individuals, the media, the Attorney General's Office, or other authorities based on  
18 applicable law.

### 19 **Termination**

20 OFM may terminate this DSA for default, in whole or in part, by written notice to the Receiving  
21 Party, if OFM has a reasonable basis to believe that the Receiving Party has:

- 22 a) failed to perform under any provision of this DSA;  
23 b) violated any law, regulation, rule, or ordinance applicable to this DSA; and/or  
24 c) otherwise breached any provision or condition of this DSA.  
25  
26



For the Employer:

 9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

For the Union:

Jason Holland, WFSE

Date

1

2



1 5.5 Exchange time is a benefit in the form of time off for extraordinary hours worked  
2 on authorized activities, including but not limited to case-related work or authorized  
3 special projects. It is intended to encourage retention of valuable employees without  
4 impeding services to the public or preventing the office from accomplishing its  
5 mission.

6 A. Employees who are compensated on a salary basis and have worked for  
7 OAH for at least ~~6~~12 months are eligible to receive exchange time, unless  
8 otherwise stated in this article. Employees who are on a Performance  
9 Improvement Plan (PIP) will not be eligible to receive exchange time during  
10 the PIP period.

11 B. Exchange time will be awarded quarterly upon employee request, to  
12 employeesattorneys who work ~~fifteen percent (15%)~~ten percent (10%) or  
13 more over ~~the total regular business available~~hours during the preceding  
14 three (3) months. Regular business hours will be calculated based on the  
15 standard work schedule defined in Section 5.2.

16 The amount of the award will be equal to fifty percent (50%) of the hours  
17 worked over ~~regular business hoursavailable~~hours, up to a maximum of  
18 fifty (50) hours for the three (3) month period. For example, if an employee  
19 attorneyALJ works ~~eighty (80)sixty (60)~~extra hours during a three (3)  
20 month period where there are five hundred twenty (520) regular business  
21 hours available, the attorney would receive an exchange time award of fifty  
22 percent (50%) of the extra hours, or ~~forty (40) thirty (30)~~hours.

23 B. ~~An eligible employee will qualify for exchange time if they have worked or~~  
24 ~~in paid status at least fifteen percent (15%) over their scheduled hours on~~  
25 ~~authorized activities in aggregate over two or more consecutive pay periods.~~

26 ~~For purposes of this article only: hours worked or in paid status will include~~  
27 ~~time on authorized paid leave or holidays. Unauthorized leave taken, leave~~

1 with out pay and any exchange time taken will not count as hours worked/in  
2 paid status, but will count as hours scheduled.

3 The scheduled hours in a pay period for full time employees will be based  
4 on a 5 days per week, 8 hours per day schedule, regardless if the employee  
5 has a non standard schedule approved. Scheduled hours for part-time  
6 employees will be based on their Full Time Equivalent (FTE) percentage.

Weekdays in Pay Period	8 hours per day @ 100% FTE	6 hours per day @ 75% FTE	4 hours per day @ 50% FTE
10	80	60	40
11	88	66	44
12	96	72	48

7 By example: If there are 11 weekdays in a pay period, the number of  
8 scheduled hours will be 88. If a full time ALJ has two consecutive pay  
9 periods of 11 weekdays each, they have 22 days @ 8 hours per day 176  
10 hours scheduled.  $176 \text{ hours scheduled times } 15\% = 26.4 \text{ hours over}$ . The  
11 ALJ would qualify for exchange time if they have at least 15% more hours  
12 than 176, which would be a minimum of 202.4 hours worked/in paid status.  
13  $176 + 26.4 = 202.4 \text{ hours}$ .

14 C. Exchange time will be awarded in 1 hour increments for up to half of the  
15 hours worked/in pay status in excess of the employee's schedule. By  
16 example: An ALJ works 202.4 hours in two consecutive pay periods, in  
17 which there were 176 hours available to work.  $202.4 - 176 = 26.4 \text{ hours}$   
18 over.  $26.4 \text{ hours times } 50\% = 13.2 \text{ hours}$  as the maximum award. Since  
19 exchange time is awarded in 1 hour increments, the employee is eligible to  
20 be awarded 13 hours of exchange time. Exchange time can be used in 0.1  
21 hour increments, and will follow the same procedure for requesting and  
22 receiving approval as vacation leave.

23 D. Employees who meet both the eligibility requirements in (1) above and the  
24 work hours' qualifications in (2) above will be awarded exchange time upon  
25 the request of the ALJ to their Deputy Chief ALJ. The ALJ must request

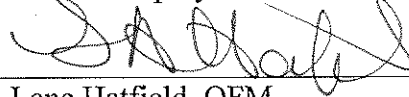
1 ~~exchange time within thirty (30) days after the end of the two or more~~  
2 ~~consecutive pay periods the ALJ has worked the qualifying hours. The~~  
3 ~~Deputy Chief ALJ will confirm with the ALJ's supervisor or Division Chief~~  
4 ~~that the ALJ making the request meets the eligibility requirements, and that~~  
5 ~~their hours meet the qualifications, before approving the request for an~~  
6 ~~award. The agency will establish and publish procedures to facilitate the~~  
7 ~~requesting, approval, and awarding of exchange time.~~

8 E. Exchange time must be used during the fiscal yearbiennium in which it is  
9 awarded. Unused Exchange time will expire June 30, 2025. awarded in the  
10 last quarter of the fiscal year may be used within the first quarter of the  
11 following fiscal year, except that time awarded based on the quarter ending  
12 March 31 may be carried over past June 30 of that year by mutual  
13 agreement. within 3 twelve (12) months from the date it is awarded.  
14 Exchange time has no cash liquidation value and cannot be transferred  
15 between agencies.

16 F. To avoid the need for requesting exchange time, upon an employee's  
17 request the employee's supervisor may grant the employee time off from  
18 work without having to take paid leave.

19 For the Employer:

For the Union:

 9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date



1 **7.3** An ALJ may request a telework schedule at any time, subject to the limitations in  
2 ~~7.7~~ below. If the position has been designated telework eligible under Section 7.1,  
3 OAH will not unreasonably deny the request, and the reasons for any denial will be  
4 provided to the ALJ in writing. OAH may offer teleworking authorization to an  
5 ALJ at any time, even if the ALJ has not made a request. It shall be considered  
6 reasonable to deny teleworking authorization to an ALJ who is in their first six  
7 months of employment with OAH. ~~It shall be considered reasonable to limit the~~  
8 ~~number of employees who are approved to telework at alternate worksites located~~  
9 ~~outside the geographical area that includes Washington plus any counties in Oregon~~  
10 ~~or Idaho that share a border with Washington.~~

11 **7.4** The Employer may require any teleworker, including full-time teleworkers, to  
12 report to an OAH office or other reasonable location for meetings, trainings or other  
13 events in the discretion of the Employer with reasonable notice. In addition, OAH  
14 may require an ALJ who is authorized to telework to temporarily change their  
15 telework schedule and report to an OAH office or other reasonable location for a  
16 period of five (5) consecutive business days or less, due to caseload-related reasons,  
17 or mandatory in-person training. Except in emergent circumstances, OAH will give  
18 the ALJ at least seven (7) days' notice and the reason for the temporary change in  
19 writing.

20 **7.5** OAH may cancel or modify an ALJ's authorization to telework to respond to  
21 concerns about the ALJ's ability to meet one or more of the teleworking  
22 requirements, or to respond to changes in strategic/operational needs. If the reason  
23 for cancellation or modification is related to concerns about the ALJ's ability to  
24 meet one or more of the teleworking requirements, the ALJ's supervisor shall  
25 discuss concerns with the ALJ before taking action to cancel or modify an approved  
26 telework agreement, and shall provide an opportunity to correct those concerns  
27 prior to cancellation or modification. Unless circumstances require immediate  
28 rescission, OAH shall provide the ALJ as much notice as possible but no less than  
29 thirty (30) fourteen (14) days' written notice prior to the cancellation or  
30 modification of a telework agreement. ~~If rescission of an existing telework~~

1 ~~agreement will require that the ALJ change residences, OAH shall provide the ALJ~~  
2 ~~at least ninety (90) days' written notice. In all cases, OAH will notify the ALJ of~~  
3 ~~the reason(s) for the cancellation or modification in writing.~~

4 **7.6** An ALJ whose telework privileges have been cancelled, ~~or modified or denied~~ by  
5 OAH without their agreement may request reinstatement of telework privileges no  
6 more than once every ninety (90) days, ~~thirty (30) days, except in emergency or~~  
7 ~~unforeseen circumstances~~. If the OAH determines that the issues which led to the  
8 change in the telework agreement have been resolved, the ALJ's telework privilege  
9 will be reinstated.

10 **7.7** An ALJ will have seven (7) days from the date of the notice of denial of telework  
11 under §7.3, cancellation or modification of telework under §7.5, or denial or  
12 reinstatement of telework under §7.6, to submit a written Request for Review of  
13 the action to the Chief ALJ or the Chief's Designee. The Chief ALJ or Chief's  
14 Designee shall issue a written decision on the request within 7 days of receipt.

15 **7.8** OAH may need to revoke telework privileges for business needs that are not related  
16 to an ALJ's performance or a violation of the teleworking requirements. OAH will  
17 determine when business needs demand revocation of telework privileges and will  
18 provide any affected ALJ with as much notice as possible but ~~no less than thirty~~  
19 ~~(30)~~ at least fourteen (14) days' notice, except in emergent circumstances.

20 ~~7.9 Effective July 1, 2023, telework for all positions may only be performed at alternate~~  
21 ~~worksites located within Washington plus any counties in Oregon or Idaho that~~  
22 ~~share a border with Washington.~~

23 ALJ's hired into permanent positions on or after July 1, 2023 may perform telework  
24 only at alternative worksites located within Washington State plus any counties in  
25 Oregon or Idaho that share a border with Washington.

26 ALJ's hired into permanent positions prior to July 1, 2023 or hired into temporary  
27 positions may perform telework at alternative worksites within the United States if



1 those worksites have been approved prior to July 1, 2023 or are approved  
2 prospectively by the Employer on or after July 1, 2023. Such existing telework  
3 agreements are subject to all other limitations in Article 7.

4 OAH may make exceptions to allow out of state telework for temporary  
5 circumstances.

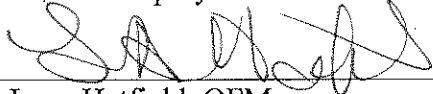
6 ~~If rescission of an existing telework agreement will require that the ALJ change~~  
7 ~~residences, OAH shall provide the ALJ at least ninety (90) days' written notice. In~~  
8 ~~all cases, OAH will notify the ALJ of the reason(s) for the cancellation or~~  
9 ~~modification in writing.~~

10 **7.109** Substantive decisions by the Chief under Section 7.78 are not subject to the  
11 ~~Grievance Article 19, Grievance Procedure.~~ The remainder of this article is subject  
12 to the ~~Grievance Article 19, Grievance Procedure.~~

13

For the Employer:

For the Union:



9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date

14



1 ~~to six (6) months, including time covered by the family medical leave, during~~  
2 ~~the first year after the child's birth or placement. Leave beyond the period~~  
3 ~~covered by family medical leave may only be denied by the Employer due to~~  
4 ~~operational necessity.~~

5 ~~B. Parental leave may be a combination of the employee's accrued vacation leave,~~  
6 ~~sick leave, personal holiday, personal leave day, exchange time, or leave~~  
7 ~~without pay.~~

8 **X.3 — Pregnancy Disability Leave**

9 ~~A. Leave for pregnancy or childbirth related disability is in addition to any leave~~  
10 ~~granted under FMLA.~~

11 ~~B. Pregnancy disability leave will be granted for the period of time that an~~  
12 ~~employee is sick or temporarily disabled because of pregnancy and/or~~  
13 ~~childbirth. An employee must submit a written request for disability leave due~~  
14 ~~to pregnancy and/or childbirth in accordance with agency policy. An employee~~  
15 ~~may be required to submit medical certification or verification for the period of~~  
16 ~~the disability. Such leave due to pregnancy and/or childbirth may be a~~  
17 ~~combination of sick leave, vacation leave, personal holiday, exchange time,~~  
18 ~~personal leave day, and leave without pay. The combination and use of paid and~~  
19 ~~unpaid leave will be the choice of the employee.~~

20  
21 **X.4 Shared Leave**

22 ~~State employees may donate vacation leave, sick leave, or personal holidays to a~~  
23 ~~fellow state employee who is:~~

24 ~~1. Called to service in the uniformed services;~~

25 ~~2. Responding to a state of emergency anywhere within the United States~~  
26 ~~declared by the federal or any state government;~~

27 ~~3. A victim of domestic violence, sexual assault, or stalking;~~

1 ~~4. Suffering from or has a relative or household member suffering from an~~  
2 ~~extraordinary or severe illness, injury, impairment, or physical or mental~~  
3 ~~condition;~~

4 ~~5. Bonding with their newborn, adoptive or foster child;~~

5 ~~6. Sick or temporarily disabled because of pregnancy and/or childbirth.~~

6 ~~A. An employee is eligible to request participation in the shared leave program~~  
7 ~~when the employee is entitled to accrue vacation leave, sick leave, or a personal~~  
8 ~~holiday.~~

9 ~~B. For purposes of the state leave sharing program, the following definitions apply:~~

10 ~~1. "Employee" means any employee who is entitled to accrue sick leave~~  
11 ~~or vacation leave and for whom accurate leave records are maintained.~~

12 ~~2. Employee's "relative" is limited to the employee's spouse, state~~  
13 ~~registered domestic partner as defined by RCW 26.60.020 and~~  
14 ~~26.60.030, child, stepchild, grandchild, grandparent, sibling, parent or~~  
15 ~~stepparent.~~

16 ~~3. "Household members" are defined as persons who reside in the same~~  
17 ~~home who have reciprocal duties to and do provide financial support for~~  
18 ~~one another. This term will include foster children and legal wards even~~  
19 ~~if they do not live in the household. The term does not include persons~~  
20 ~~sharing the same general house, when the living style is primarily that~~  
21 ~~of a dormitory or commune.~~

22 ~~4. "Severe" or "extraordinary" condition is defined as serious or extreme~~  
23 ~~or life threatening.~~

24 ~~5. "Service in the uniformed services" means the performance of duty on~~  
25 ~~a voluntary or involuntary basis in a uniformed service under competent~~  
26 ~~authority and includes active duty, active duty for training, initial active~~

1 ~~duty for training, inactive duty training, fulltime national guard duty~~  
2 ~~including state ordered active duty, and a period for which a person is~~  
3 ~~absent from a position of employment for the purpose of an examination~~  
4 ~~to determine the fitness of the person to perform any such duty.~~

5 ~~6. "Uniformed services" means the armed forces, the army national guard,~~  
6 ~~and the air national guard of any state, territory, commonwealth,~~  
7 ~~possession, or district when engaged in active duty for training, inactive~~  
8 ~~duty training, full time national guard duty, or state active duty, the~~  
9 ~~commissioned corps of the public health service, the coast guard, and~~  
10 ~~any other category of persons designated by the President of the United~~  
11 ~~States in time of war or national emergency.~~

12 ~~7. "Domestic violence" means physical harm, bodily injury, assault, or the~~  
13 ~~infliction of fear of imminent physical harm, bodily injury, assault, or~~  
14 ~~sexual assault, or stalking as defined in RCW 9A.46.110 of one intimate~~  
15 ~~partner by another intimate partner; or of one family or household~~  
16 ~~member by another family or household member as defined in~~  
17 ~~RCW26.50.010.~~

18 ~~8. "Sexual assault" has the same meaning as in RCW 70.125.030.~~

19 ~~9. "Stalking" has the same meaning as in RCW 9A.46.110.~~

20 ~~10. "Victim" means a person that domestic violence, sexual assault, or~~  
21 ~~stalking has been committed against as defined in this Section.~~

22 ~~11. Pregnancy disability means a pregnancy related medical condition or~~  
23 ~~miscarriage.~~

24 ~~X.2 An employee may be eligible to receive shared leave under the following~~  
25 ~~conditions:~~

1 ~~A. The employee's Agency Head or designee determines that the employee meets~~  
2 ~~the criteria described in this Section.~~

3 ~~B. For work-related illness or injury, the employee has diligently pursued and been~~  
4 ~~found to be ineligible for benefits under RCW 51.32 if the employee qualifies~~  
5 ~~under this Article.~~

6 ~~C. The employee has abided by agency policies regarding the use of sick leave if~~  
7 ~~the employee qualifies under this Article.~~

8 ~~D. The employee has abided by agency policies regarding the use of vacation leave~~  
9 ~~and paid military leave if the employee qualifies under this Article.~~

10 ~~E. A state of emergency has been declared anywhere within the United States by~~  
11 ~~the federal government or any state government if the employee qualifies under~~  
12 ~~this Article.~~

13 ~~F. Donated leave may be transferred from employees within the same agency, or~~  
14 ~~with the approval of the heads or designees of both state agencies, higher~~  
15 ~~education institutions, or school districts/educational service districts, to an~~  
16 ~~employee of another state agency, higher education institution, or school~~  
17 ~~district/educational district.~~

18 ~~G. The employee has abided by agency policy regarding the use of sick leave and~~  
19 ~~vacation leave if the employee qualifies under the section below.~~

20 ~~X.3 — An employee may donate vacation leave, sick leave, or personal holiday to another~~  
21 ~~employee only under the following conditions:~~

22 ~~A. The receiving employee either:~~

23 ~~1. Suffers from or has a relative or household member suffering from an~~  
24 ~~illness, injury, impairment, or physical or mental condition which is of~~  
25 ~~an extraordinary or severe nature; or~~

1                   ~~2. Has been called to service in the uniformed services; or~~

2                   ~~3. Has the needed skills to assist in responding to an emergency or its~~  
3                   ~~aftermath and volunteers their services to either a governmental agency~~  
4                   ~~or to a nonprofit organization engaged in humanitarian relief in the~~  
5                   ~~devastated area, and the governmental agency or nonprofit organization~~  
6                   ~~accepts the employee's offer of volunteer services; or~~

7                   ~~4. Is a victim of domestic violence, sexual assault, or stalking; or~~

8                   ~~5. Is taking parental or pregnancy disability leave.~~

9                   ~~B. The illness, injury, impairment, condition, call to service, or emergency~~  
10                  ~~volunteer service, consequence of domestic violence, sexual assault or stalking,~~  
11                  ~~or parental or pregnancy disability leave, or is likely to cause, the receiving~~  
12                  ~~employee to:~~

13                  ~~1. Go on leave without pay status; or~~

14                  ~~2. Terminate state employment.~~

15                  ~~C. The receiving employee's absence and the use of shared leave are justified.~~

16                  ~~D. The receiving employee has depleted or will shortly deplete their:~~

17                  ~~1. Vacation leave, sick leave, and personal holiday reserves if the employee~~  
18                  ~~qualifies under this Article; or~~

19                  ~~2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the~~  
20                  ~~employee qualifies under this Article;~~

21                  ~~3. Vacation leave if the employee qualifies under this Article;~~

22                  ~~4. Personal holiday, vacation leave and sick leave if the employee qualifies~~  
23                  ~~under this Article. However, the employee is not required to deplete all of~~

1 their vacation and sick leave and can maintain up to forty (40) hours of each  
2 of vacation and sick leave.

3 5. The employee is not required to deplete all of their accrued vacation and  
4 sick leave and can maintain up to forty (40) hours of vacation leave and up  
5 to forty (40) hours of sick leave to qualify for shared leave.

6 E. The Agency Head or designee permits the leave to be shared with an eligible  
7 employee.

8 F. The donating employee may donate any amount of vacation leave, provided the  
9 donation does not cause the employee's vacation leave balance to fall below  
10 eighty (80) hours. For part-time employees, requirements for annual leave  
11 balances will be prorated.

12 G. Employees may not donate excess vacation leave that the donor would not be  
13 able to take due to an approaching anniversary date.

14 H. The donating employee may donate any specified amount of sick leave  
15 provided the donation does not cause the employee's sick leave balance to fall  
16 below one hundred seventy-six (176) hours after the transfer.

17 I. The donating employee may donate all or part of a personal holiday. Any  
18 portion of a personal holiday that is not used will be returned to the donating  
19 employee.

20 X.4 — An employee may use up to a maximum of five hundred twenty-two (522) days of  
21 shared leave. The Employer may authorize leave in excess of five hundred twenty-  
22 two (522) days in extraordinary circumstances for an employee qualifying for the  
23 program because they are suffering from an illness, injury, impairment or physical  
24 or mental condition which is of an extraordinary or severe nature. A non-permanent  
25 or on-call employee who is eligible to use accrued leave or personal holiday may  
26 not use shared leave beyond the termination date specified in the non-permanent or  
27 on-call employee's appointment letter.



1 ~~X.5~~ — ~~The Agency Head or designee will require the employee to submit, prior to~~  
2 ~~approval or disapproval;~~

3 ~~A. A medical certificate from a licensed physician or health care practitioner~~  
4 ~~verifying the severe or extraordinary nature and expected duration of the~~  
5 ~~condition when the employee is qualified for shared leave;~~

6 ~~B. A copy of the military orders verifying the employee's required absence when~~  
7 ~~the employee is qualified for shared leave;~~

8 ~~C. Proof of acceptance of an employee's offer to volunteer for either a~~  
9 ~~governmental agency or a nonprofit organization during a declared state of~~  
10 ~~emergency when the employee is qualified for shared leave;~~

11 ~~D. Verification of the employee's status as a victim of domestic violence, sexual~~  
12 ~~assault or stalking when the employee is qualified for shared leave; or~~

13 ~~E. Verification of the birth, adoption or foster care placement of a child and/or a~~  
14 ~~medical certificate from a licensed physician or health care practitioner~~  
15 ~~verifying pregnancy disability under Subsection X.3(A)(5) of this Article.~~

16 ~~X.6~~ — ~~Any donated leave may only be used by the recipient for the purposes specified in~~  
17 ~~this Section.~~

18 ~~X.7~~ — ~~The receiving employee will be paid their regular rate of pay; therefore, one (1)~~  
19 ~~hour of shared leave may cover more or less than one (1) hour of the recipient's~~  
20 ~~salary. The calculation of the recipient's leave value will be in accordance with~~  
21 ~~Office of Financial Management policies, regulations, and procedures. The dollar~~  
22 ~~value of the leave is converted from the donor to the recipient. The leave received~~  
23 ~~will be coded as shared leave and be maintained separately from all other leave~~  
24 ~~balances.~~

1 ~~X.8~~ — ~~An employee receiving industrial insurance replacement benefits may not receive~~  
2 ~~greater than twenty-five percent (25%) of their base salary from the receipt of~~  
3 ~~shared leave.~~

4 ~~A. Shared leave may be used intermittently or on nonconsecutive days so long as~~  
5 ~~the leave has not been returned under Subsection X.9 of this Article.~~

6 ~~X.9~~ — ~~Any shared leave no longer needed or will not be needed at any future time in~~  
7 ~~connection with the original injury or illness or for any other qualifying condition~~  
8 ~~by the recipient, as determined by the Agency Head or designee will be returned to~~  
9 ~~the donor(s). Unused leave may not be returned until one of the following occurs:~~

10 ~~A. The Agency Head or designee receives a doctor's statement verifying the need~~  
11 ~~for shared leave is resolved, or;~~

12 ~~B. The employee is released to full time employment; has not received additional~~  
13 ~~medical treatment for the current condition or any other qualifying condition~~  
14 ~~for at least six (6) months; and the employee's doctor has declined, in writing,~~  
15 ~~the employee's request for a statement indicating the employee's condition has~~  
16 ~~been resolved. The shared leave remaining will be divided among the donors~~  
17 ~~on a prorated basis based on the original donated value and returned at its~~  
18 ~~original donor value and reinstated to each donor's appropriate leave balance.~~  
19 ~~The return will be prorated back based on the donor's original donation.~~

20 ~~X.10~~ — ~~If an employee has a need to use shared leave due to the same condition listed in~~  
21 ~~the previously approved request, the agency head or designee must approve a new~~  
22 ~~shared leave request for the employee.~~

23 ~~X.11~~ — ~~All donated leave must be given voluntarily. No employee will be coerced,~~  
24 ~~threatened, intimidated, or financially induced into donating leave for purposes of~~  
25 ~~this program.~~

26 ~~X.13~~ — ~~An employee who uses leave that is transferred under this Section will not be~~  
27 ~~required to repay the value of the leave used.~~

1 ~~X.1 — Leave without pay~~

2 ~~Leave without pay will be granted for the following reasons:~~

3 ~~A. Volunteer firefighting leave;~~

4 ~~B. Domestic violence leave;~~

5 ~~C. Military leave;~~

6 ~~D. Military family leave;~~

7 ~~E. Holidays for a reason of faith or conscience;~~

8 ~~F. Family and Medical Leave;~~

9 ~~G. When an employee has a Family Care Emergency;~~

10 ~~H. Compensable work-related injury or illness leave; and~~

11 ~~I. Other reasons approved by the Employer.~~

12 ~~X.2 — Leave without pay may be granted in accordance with WAC 357-31-330 through-~~  
13 ~~340, including for the following reasons:~~

14 ~~A. Educational leave;~~

15 ~~B. Sabbatical;~~

16 ~~C. Governmental service leave;~~

17 ~~D. Citizen volunteer or community service leave;~~

18 ~~E. Conditions applicable for leave with pay;~~

19 ~~F. Seasonal career employment;~~

1 ~~G. Professional growth opportunity of immediate or future benefit to the~~  
2 ~~Employer;~~

3 ~~H. As otherwise provided for in this Agreement; and~~

4 ~~I. Other reasons approved by the Employer.~~

5 **X.3 — Returning Employee Rights**

6 ~~Employees returning from authorized leave without pay will be employed in the~~  
7 ~~same position and the same geographical area, provided that such reemployment is~~  
8 ~~not in conflict with other Articles in this Agreement. The employee and the~~  
9 ~~Employer may enter into a written agreement regarding return rights at the~~  
10 ~~commencement of the leave.~~

11  
12 **X.4 — Domestic Violence Leave**

13 ~~Unpaid and paid leave including intermittent leave will be granted to an employee~~  
14 ~~who is a victim of domestic violence, sexual assault or stalking. Family members~~  
15 ~~of a victim of domestic violence, sexual assault or stalking will be granted unpaid~~  
16 ~~or paid leave to help the victim obtain treatment or seek help. Family member for~~  
17 ~~the purpose of domestic violence leave includes child, spouse, state registered~~  
18 ~~domestic partner; parent, parent in law, grandparent or a person the employee is~~  
19 ~~dating. The Employer may require verification from the employee requesting leave~~  
20 ~~in accordance with RCW 49.76.~~

21  
22 **X.5 — Military Leave and Military Family Leave**

23 ~~In addition to twenty-one (21) days of paid leave granted to employees for required~~  
24 ~~military duty or to take part in training, or drills including those in the National~~  
25 ~~Guard or active status, unpaid military leave will be granted in accordance with~~  
26 ~~RCW 38.40.060 and applicable federal law. Employees on military leave will be~~  
27 ~~reinstated as provided in RCW 73.16 and applicable federal law. Employees called~~  
28 ~~to active military duty will continue to accrue seniority.~~

29

1 ~~During a period of military conflict, an employee who is the spouse or registered~~  
2 ~~domestic partner of a member of the armed forces of the United States, national~~  
3 ~~guard, or reserves who has been notified of an impending call or order to active~~  
4 ~~duty, or has been deployed, is entitled to a total of 15 days of unpaid leave per~~  
5 ~~deployment after the military spouse or registered domestic partner has been~~  
6 ~~notified of an impending call or order to active duty and before deployment, or~~  
7 ~~when the military spouse or registered domestic partner is on leave from~~  
8 ~~deployment.~~

9 **X.6 — Family Care Emergency**

10 ~~An unforeseen event that may result in an employee's tardiness or absence in order~~  
11 ~~to resolve: the care of a minor/dependent child due to an unexpected absence of~~  
12 ~~regular care provider, unexpected closure of child's school, or unexpected need to~~  
13 ~~pick up child at school earlier than normal; or elder care emergencies such as the~~  
14 ~~unexpected absence or a regular care provider or unexpected closure of an assisted~~  
15 ~~living facility.~~

16  
17 **X.8 — Educational Leave**

18 ~~Leave without pay may be granted for educational leave for the duration of actual~~  
19 ~~attendance in an educational program.~~

20  
21 **X.9 — Sabbatical Leave**

22 ~~Leave without pay may be granted for sabbatical for the purpose of professional~~  
23 ~~employee growth. Sabbaticals may be taken for up to six (6) months every five (5)~~  
24 ~~years and may be split into three (3) month periods with management approval.~~

25  
26 **X.11 — Governmental Service Leave**

27 ~~Leave without pay may be granted for government service in the public interest,~~  
28 ~~including but not limited to the U.S. Public Health Service or Peace Corps leave.~~

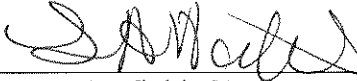
29  
30 **X.12 — Professional Growth Opportunity Leave**

1 ~~Leave without pay may be granted for an employee to engage in a professional~~  
2 ~~growth opportunity that will demonstrably provide an immediate or future benefit~~  
3 ~~to the agency that grants the leave without pay.~~

4  
5 **X.13 — Requests**

6 ~~Requests for leave without pay will be submitted in accordance with Employer~~  
7 ~~policy.~~

8  
9  
For the Employer:

 9/23/22  
\_\_\_\_\_  
Lane Hatfield, OFM                      Date  
Labor Negotiator

For the Union:

\_\_\_\_\_  
Jason Holland, WFSE                      Date









1 **ARTICLE 18**  
2 **DISCIPLINE**

3 **18.1 Disciplinary Action**

- 4 1. Employees are subject to discipline and termination, for just cause,  
5 ~~by the Chief ALJ.~~ The following actions will be considered  
6 discipline and subject to the grievance process as provided for in the  
7 agreement: oral reprimands, written reprimands, reduction in pay,  
8 suspension without pay, demotion, or termination. ~~Discipline is~~  
9 ~~subject to the grievance article.~~
- 10 2. Written reprimands are subject to the grievance procedure to Step 2  
11 only, and mediation may be attempted upon mutual consent of the  
12 parties.
- 13 3. Oral reprimands will be identified as such and will not be subject to  
14 any grievance procedures.
- 15 4. The principles of progressive discipline shall be used.

16 **18.2 Non-disciplinary Actions**

- 17 1. Layoffs, temporary layoffs and/or furloughs, or other reductions in  
18 pay for budgetary purposes are not considered discipline and are not  
19 subject to the provisions of this article. The removal of a telework  
20 agreement is not a disciplinary action.
- 21 2. Corrective action, such as performance improvement plans,  
22 coaching, counseling, evaluations, and other non-disciplinary  
23 communications between the Employer and the Employee are not  
24 subject to any grievance procedures.

1 **18.3 Pre-disciplinary Notice and Meeting**

2 Except when the nature of the problem requires immediate termination, the  
3 Employer shall provide the Employee with a written pre-disciplinary notice and an  
4 opportunity to be heard. Such notice shall include the facts upon which the  
5 contemplated discipline is based, the allegations, the level of disciplinary action  
6 being considered, and the date and time set for a meeting where the Employee is  
7 afforded the opportunity to refute such allegations and/or present mitigating  
8 circumstances to the Chief ALJ or designee. The Employee will continue to work  
9 after receipt of the pre-disciplinary notice unless otherwise specified in the notice.  
10 Employees have a right to representation throughout this process as reflected in  
11 Article 17, Investigations.

12 **18.4 Notice for Suspension, Reduction in Pay, Demotion, and Discharge**

13 A. The Employer will provide an employee with ~~ten (10)~~ fifteen (15) calendar  
14 days' written notice prior to the effective date of a suspension, reduction in pay  
15 or demotion.

16 B. The Employer will normally provide an employee with ~~five (5)~~ seven (7)  
17 calendar-days' written notice prior to the effective date of a discharge. If the  
18 Employer fails to provide ~~five (5)~~ seven (7) calendar days' notice, the discharge  
19 will stand and the employee will be entitled to payment of salary for time the  
20 employee would otherwise have been scheduled to work had ~~five (5)~~ seven (7)  
21 calendar-days' notice been given.

22 C. However, the Employer may discharge an employee immediately without pay  
23 in lieu of the ~~five (5)~~ seven (7) calendar days' notice period if, in the Employer's  
24 determination, the continued employment of the employee during the notice  
25 period would jeopardize the good of the Employer. The Employer will provide  
26 the reasons immediate action is necessary in the written notice.

27 **18.5** When disciplining an employee, the Employer will make a reasonable effort to  
28 protect the privacy of the employee.

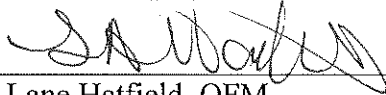
1 **18.65** When formal disciplinary action as defined in 1.1 is taken against an ALJ, the Chief  
2 ALJ shall provide a disciplinary letter to the Employee, which states the reasons for  
3 such action and the discipline issued. The parties agree this disciplinary letter shall  
4 constitute the “written reasons” contemplated in RCW 34.12.030(4).

5 **18.76 Final Disposition**

6 Any required reporting of disciplinary matters to the Washington State Bar  
7 Association or any State’s bar association where the employee is licensed shall be  
8 limited to final disposition only unless otherwise required by law or the Rules of  
9 Professional Conduct.

For the Employer:

For the Union:



9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date



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**ARTICLE 23  
COMPENSATION**

**23.1 Administrative Law Judges General Service Pay Range Assignments**

A. On July 1, 2023, each Administrative Law Judge (ALJ) position covered by this agreement will be placed on the General Service Salary Schedule as follows:

Entry ALJ	Range 68
Line ALJ	Range 70
Lead ALJ	Range <del>72</del> 73
Senior ALJ	Range 74 <del>76</del>

B. Effective July 1, 2023, each ALJ position covered by this agreement will continue to be assigned to the same salary range of the “General Service Salary Schedule it was assigned on June 30, 2023.

C. Effective July 1, 2023, all ranges and steps of the General Service Salary Schedule will be increased by four percent (4%) as shown in Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

D. Effective July 1, 2024, all ranges and steps of the General Service Salary Schedule will be increased by three percent (3%) as shown in Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2024.

B. Pro Tem ALJs will be paid at the hourly rate established for Range 70, Step L.

1   **23.2   Periodic Increases**

2           An employee’s periodic increment date (PID) will be set and remain the same for  
3           any period of continuous OAH service in accordance with the following:

4           A.     The period increment date (PID) is based on the employee’s initial date of  
5                   hire with the Office of Administrative Hearings (OAH) as an  
6                   Administrative Law Judge. The PID date is twelve (12) months from the  
7                   OAH hire date.

8           B.     Employees will receive a two (2) step increase to their base salary annually,  
9                   on their periodic increment date, until they reach the top step of the pay  
10                  range, currently Step L.

11          C.     Employees who are appointed to another position with a different salary  
12                  range maximum will retain their periodic increment date and will receive  
13                  step increases in accordance with this section and 23.5 below.

14   **23.3   Longevity Increase**

15           All employees will progress to Step M six (6) years after being assigned to Step L  
16           in their permanent salary range. The Employer may increase an employee’s step to  
17           Step M to address issues related to recruitment, retention or other business needs.

18   **23.4   Salary Adjustments**

19           The Employer may adjust an employee’s base salary within their salary range to  
20           address issues that are related to recruitment, retention, or other business-related  
21           reasons. Such an increase may not result in a salary increase greater than Step M of  
22           the range.

23   **23.5   Adjustment for Change in Appointment**

24           Employees appointed to a position with a higher salary range will be placed in the  
25           new range at a salary that is nearest to five percent (5%) higher than their previous

1 base salary. The Chief may approve an increase beyond this minimum requirement,  
2 not to exceed the maximum of the salary range.

3 **23.6 Part-Time Employment**

4 Monthly compensation for part-time employment will be pro-rated based on the  
5 ratio of hours worked to hours required for full-time employment.

6 **23.7 King County Premium Pay**

7 Employees assigned to a permanent duty station in King County will receive five  
8 percent (5%) premium pay calculated from their base salary. When an employee is  
9 no longer permanently assigned to a King County duty station they will not be  
10 eligible for this premium pay.

11 **23.8 Salary Overpayment Recovery**

12 A. When the OAH has determined that an employee has been overpaid wages,  
13 the OAH will provide written notice to the employee, which will include  
14 the following items:

- 15 1. The amount of the overpayment,
- 16 2. The basis for the claim, and
- 17 3. The rights of the employee under the terms of this Agreement.

18 B. Method of Payback

19 1. The employee must choose one (1) of the following options for  
20 paying back the overpayment:

- 21 a. Voluntary wage deduction
- 22 b. Cash
- 23 c. Check

24 2. The employee will have the option to repay the overpayment over a  
25 period of time equal to the number of pay periods during which the



1 overpayment was made, unless a longer period is agreed to by the  
2 employee and the OAH. The payroll deduction to repay the  
3 overpayment shall not exceed five percent (5%) of the employee's  
4 disposable earnings in a pay period. However, the OAH and  
5 employee can agree to an amount that is more than the five percent  
6 (5%).

7 3. If the employee fails to choose one (1) of the three (3) options  
8 described above within the timeframe specified in the OAH's  
9 written notice of overpayment, the OAH will deduct the  
10 overpayment owed from the employee's wages. This overpayment  
11 recovery will take place over a period of time equal to the number  
12 of pay periods during which the overpayment was made.

13 4. Any overpayment amount still outstanding at separation of  
14 employment will be deducted from their final pay.

15 C. Appeal Rights

16 Any dispute concerning the occurrence or amount of the overpayment will  
17 be resolved through the grievance procedure in Article 19, Grievance  
18 Procedure, of this Agreement.

19 **23.9 Bar Dues Reimbursement**

- 20 A. Beginning January 1, 2024, permanent ALJs employed by OAH as of  
21 January 31 each year hired on or after July 1, 2023, shall be members in  
22 good standing of the Washington State Bar Association, either as full  
23 members or judicial status members. Permanent ALJ's hired after January  
24 1, 2024 will have until the following January to become members of the  
25 Washington State Bar Association.
- 26 B. Permanent ALJ's employed by OAH as of January 31 each year ~~They shall~~  
27 be reimbursed for either the calendar year's judicial status bar dues if they  
28 have paid either for judicial status or base dues for full membership status

1 dues, less the Keller deduction or any other section dues, fees or optional  
2 amounts such as Washington State Bar Foundation donations. Permanent  
3 ALJs include ALJs who are serving temporary appointments who have a  
4 return right to their former permanent position.

5 C. ALJs employed by OAH as a pro tem as of January 31 each year are not  
6 eligible for reimbursement of bar dues for that calendar year.

7 D. ALJs hired into temporary appointments, who do not have return rights to a  
8 position within OAH are not eligible for reimbursement.

9 E. At the time of the request for reimbursement, the ALJ must be a current  
10 employee.

11 F. Bar dues request requirements will be in accordance with agency  
12 policy/procedure.

13 G. Permanent ALJs hired prior to July 1, 2023 not currently licensed by the  
14 Washington State Bar Association will be reimbursed the one-time cost of  
15 Washington State Bar Association reciprocity if they choose to join during  
16 the life of this CBA. Those who do not choose to join the Washington State  
17 Bar will not have their bar dues reimbursed.

18 **X.2 Reimbursement**

19 ~~A. If the ALJ is licensed in more than one jurisdiction, OAH will reimburse bar~~  
20 ~~dues for only one jurisdiction.~~

21 ~~B. If the ALJ is licensed in Washington, OAH will reimburse the Washington State~~  
22 ~~Bar Association (WSBA) dues, regardless of whether the ALJ is licensed in~~  
23 ~~other jurisdictions.~~

24 ~~C. If the ALJ is not licensed in Washington, OAH will reimburse allowed dues for~~  
25 ~~one jurisdiction, but not more than the maximum amount allowed for WSBA~~  
26 ~~dues.~~

27 ~~D. OAH will reimburse base dues only, minus the amount of the Keller deduction.~~  
28 ~~OAH will not reimburse optional amounts, section membership dues, or the~~  
29 ~~Client Protection Fund Assessment.~~

30 ~~E. Bar due request requirements will be in accordance with agency policy.~~





1           5.     Military Caregiver Leave will be provided to an eligible employee  
2           who is the spouse, child of any age, parent or next of kin of a covered  
3           service member to take up to twenty-six (26) workweeks of leave in  
4           a single twelve (12) month period to care for the covered service  
5           member or veteran who is suffering from a serious illness or injury  
6           incurred in the line of duty.

7           During the single twelve (12) month period during which Military  
8           Caregiver Leave is taken, the employee may only take a combined  
9           total of twenty-six (26) weeks of leave for Military Caregiver Leave  
10          and leave taken for the other FMLA qualifying reasons.

11          The single twelve (12) month period to care for a covered service  
12          member begins on the first day the employee takes leave for this  
13          reason and ends twelve (12) months later, regardless of the twelve  
14          (12) month period established for other types of FMLA leave.

15          B.     Entitlement to family medical leave for the care of a newborn child or newly  
16          adopted or foster child ends twelve (12) months from the date of birth or the  
17          placement of the foster or adopted child.

18          C.     The one thousand two hundred fifty (1,250) hour eligibility requirement  
19          noted above does not count paid time off such as time used as vacation  
20          leave, sick leave, exchange time, personal holidays, compensatory time off,  
21          or shared leave.

22          D.     The family medical leave entitlement period will be a rolling twelve (12)  
23          month period measured forward from the date an employee begins family  
24          medical leave. Each time an employee takes family medical leave during  
25          the twelve (12) month period, the leave will be subtracted from the twelve  
26          (12) weeks of available leave.

27

- 1           E.     The Employer will continue the employee's existing employer-paid health  
2                    insurance, life insurance and disability insurance benefits during the period  
3                    of leave covered by family medical leave. The employee will be required to  
4                    pay their share of health insurance, life insurance and disability insurance  
5                    premiums.
  
- 6           F.     The Employer has the authority to designate absences that meet the criteria  
7                    of the family medical leave. The use of any paid or unpaid leave (excluding  
8                    leave for a work-related illness or injury covered by workers' compensation  
9                    or assault benefits and compensatory time) for a family medical leave  
10                  qualifying event will run concurrently with, not in addition to, the use of the  
11                  family medical leave for that event. An employee has the option of using  
12                  some, or all of their paid leave for a family medical leave qualifying event,  
13                  but must follow the notice and certification requirements relating to family  
14                  medical leave usage in addition to any notice and certification requirements  
15                  relating to the use of paid leave.
  
- 16          G.     The Employer may require certification from the employee's, the family  
17                    member's, or the covered service member's health care provider for the  
18                    purpose of qualifying for family medical leave.
  
- 19          H.     Personal medical leave, serious health condition leave or serious injury or  
20                    illness leave covered by the family medical leave may be taken  
21                    intermittently when certified as medically necessary. Employees must make  
22                    reasonable efforts to schedule leave for planned medical treatment so as not  
23                    to unduly disrupt the Employer's operations. Leave due to qualifying  
24                    exigencies may also be taken on an intermittent basis.
  
- 25          I.     Upon returning to work after the employee's own family medical leave-  
26                    qualifying illness, the employee may be required to provide a fitness for  
27                    duty certificate from a health care provider. Once the employee provides  
28                    the fitness for duty certification, the agency will not delay the return to work

1 while the agency seeks clarification and authentication from the employee's  
2 health care provider.

3 J. The employee will provide the Employer with not less than thirty (30) days'  
4 notice before the family medical leave is to begin if the need is foreseeable.  
5 If the need for the leave is unforeseeable thirty (30) days in advance, then  
6 the employee will provide such notice as is reasonable and practicable.

7 ~~K. The parties recognize that the Department of Labor could further define the~~  
8 ~~amendments to FMLA. The Employer and employees will comply with~~  
9 ~~existing and any newly developed federal FMLA regulations,~~  
10 ~~interpretations and/or definitions;~~

11

12 **X.2 Parental Leave**

13 A. Parental leave will be granted to the employee for the purpose of bonding  
14 with the employee's newborn, adoptive or foster child. Parental leave may  
15 extend up to six (6) months, including time covered by the family medical  
16 leave, during the first year after the child's birth or placement. Leave beyond  
17 the period covered by family medical leave may only be denied by the  
18 Employer due to operational necessity.

19 B. Parental leave may be a combination of the employee's accrued vacation  
20 leave, sick leave, personal holiday, ~~compensatory time~~, personal leave day,  
21 exchange time, or leave without pay.

22 **X.3 Pregnancy Disability Leave**

23 A. Leave for pregnancy or childbirth related disability is in addition to any  
24 leave granted under FMLA.

25 B. Pregnancy disability leave will be granted for the period of time that an  
26 employee is sick or temporarily disabled because of pregnancy and/or

1 childbirth. An employee must submit a written request for disability leave  
2 due to pregnancy and/or childbirth in accordance with agency policy. An  
3 employee may be required to submit medical certification or verification for  
4 the period of the disability. Such leave due to pregnancy and/or childbirth  
5 may be a combination of sick leave, vacation leave, personal holiday,  
6 ~~compensatory time, exchange time, personal leave day,~~ and leave without  
7 pay. The combination and use of paid and unpaid leave will be the choice  
8 of the employee.

9 **X.4 Washington State Paid Family and Medical Leave Program (PFML)**

10 ~~The parties recognize that the Washington Family and Medical Leave Program~~  
11 ~~(RCW 50A.04) began on January 1, 2020. Eligibility for and approval of~~  
12 ~~leave for purposes as described under that Program shall be in accordance~~  
13 ~~with RCW 50A.04 and the rules promulgated thereunder. In the event that~~  
14 ~~the legislature amends all or part of RCW 50A.04, those amendments are~~  
15 ~~considered by the parties to be incorporated herein and will not require~~  
16 ~~further bargaining. In the event that the legislature repeals all or part of~~  
17 ~~RCW 50A.04, repealed provisions will no longer be in effect upon the~~  
18 ~~effective date of their repeal, and either party may invoke its right to~~  
19 ~~bargain regarding the impacts of such a repeal on the parties.~~

20 A. The parties recognize that the Washington State Paid Family and Medical  
21 Leave (PFML) program (RCW 50A) is in effect and eligibility for and  
22 approval for leave for purposes as described under that Program shall be in  
23 accordance with RCW 50A.

24 B. The employee will provide the Employer with not less than thirty (30) days'  
25 notice before PFML is to begin when the need for leave is foreseeable. If  
26 the need for the leave is unforeseeable thirty (30) days in advance, then the  
27 employee will provide such notice as is reasonable and practicable.

28 C. The employee may use sick leave, personal holiday, exchange time,  
29 personal leave day or vacation leave as a supplemental benefit while  
30 receiving a partial wage replacement for paid family and/or medical leave  
31 under the PFML. The employer may require verification that the employee

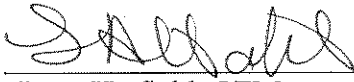


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4  
5  
6

has been approved to receive benefits for paid family and/or medical leave  
under Title 50A RCW before approving leave as a supplemental benefit.

For the Employer:

For the Union:

 9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date

1  
2 **ARTICLE X**  
3 **LEAVE WITHOUT PAY**

4 **X.1** Leave without pay will be granted for the following reasons:

5 A. Volunteer firefighting leave;

6 B. Domestic violence leave;

7 C. Military leave;

8 D. Military family leave;

9 E. Holidays for a reason of faith or conscience;

10 F. Family and Medical Leave;

11 G. When an employee has a Family Care Emergency; and

12 H. Compensable work-related injury or illness leave.

13 **X.2** Leave without pay may be granted for other reasons approved by the Employer or  
14 as otherwise provided for in this Agreement.

15 **X.3 Domestic Violence Leave**

16 Unpaid and paid leave including intermittent leave will be granted to an employee  
17 who is a victim of domestic violence, sexual assault or stalking. Family members  
18 of a victim of domestic violence, sexual assault or stalking will be granted unpaid  
19 or paid leave to help the victim obtain treatment or seek help. Family member for  
20 the purpose of domestic violence leave includes child, spouse, state registered  
21 domestic partner; parent, parent-in-law, grandparent or a person the employee is  
22 dating. The Employer may require verification from the employee requesting leave  
23 in accordance with RCW 49.76.  
24

1 **X.4 Military Leave and Military Family Leave**

2 In addition to twenty-one (21) days of paid leave granted to employees for required  
3 military duty or to take part in training, or drills including those in the National  
4 Guard or active status, unpaid military leave will be granted in accordance with  
5 RCW 38.40.060 and applicable federal law. Employees on military leave will be  
6 reinstated as provided in RCW 73.16 and applicable federal law. Employees called  
7 to active military duty will continue to accrue seniority.

8  
9 During a period of military conflict, an employee who is the spouse or registered  
10 domestic partner of a member of the armed forces of the United States, national  
11 guard, or reserves who has been notified of an impending call or order to active  
12 duty, or has been deployed, is entitled to a total of 15 days of unpaid leave per  
13 deployment after the military spouse or registered domestic partner has been  
14 notified of an impending call or order to active duty and before deployment, or  
15 when the military spouse or registered domestic partner is on leave from  
16 deployment.

17 **X.5 Family Care Emergency**

18 An unforeseen event that may result in an employee's tardiness or absence in order  
19 to resolve: the care of a minor/dependent child due to an unexpected absence of  
20 regular care provider, unexpected closure of child's school, or unexpected need to  
21 pick up child at school earlier than normal; or elder care emergencies such as the  
22 unexpected absence or a regular care provider or unexpected closure of an assisted  
23 living facility.

24  
25 **X.6 Holidays for a Reason of Faith or Conscience**

26 Leave without pay will be granted for a reason of faith or conscience or an  
27 organized activity conducted under the auspices of a religious denomination,  
28 church or religious organization for up to two (2) workdays per calendar year in  
29 accordance with RCW 1.16.050 and as provided below:

- 1 A. Leave for holidays for a reason of faith or conscience may only be denied if the  
2 employee's absence would impose an undue hardship on the Employer as  
3 defined by Chapter 82-56 WAC or the employee is necessary to maintain public  
4 safety.
- 5 B. The Employer will allow an employee to use ~~compensatory time~~, exchange  
6 time, a personal holiday or vacation leave in lieu of leave without pay. All  
7 requests to use ~~compensatory time~~, exchange time, a personal holiday or  
8 vacation leave must indicate the leave is being used in lieu of leave without pay  
9 for a reason of faith or conscience. An employee's personal holiday must be  
10 used in full workday increments.
- 11 C. An employee's seniority date, probationary period or trial service period will  
12 not be affected by leave without pay taken for a reason of faith or conscience.
- 13 D. Employees will only be required to identify that the request for leave without  
14 pay is for a reason of faith or conscience or an organized activity conducted  
15 under the auspices of a religious denomination, church or religious  
16 organization.

17 **X.7 Returning Employee Rights**

18 Employees returning from authorized leave without pay will be employed in  
19 the same job classification and the same duty station, as determined by the  
20 Employer, provided that such employment is not in conflict with other articles  
21 in this Agreement. A written agreement between the employer and the  
22 employee may identify other conditions.


23 **X.87 Requests**

24 Requests for leave without pay will be submitted in accordance with Employer  
25 policy and procedure.

26

For the Employer:

For the Union:

 9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date

1

2



1           6. Is a current member of the uniformed services or a veteran as defined  
2           under RCW 41.04.005, and is attending medical appointments or  
3           treatments for a service-connected injury or disability; or

4           7. Is a spouse of a current member for the uniformed services or a veteran  
5           as defined under RCW 41.04.005, who is attending medical  
6           appointments or treatments for a service-connected injury or disability  
7           and requires assistance while attending appointments or treatments.

8           B. The employee's Agency Head or designee determines that the employee meets  
9           the criteria described in this Section. The Agency Head or designee shall  
10           determine the amount of shared leave, if any, which an employee may receive.

11           C. For work-related illness or injury, the employee has diligently pursued and been  
12           found to be ineligible for benefits under RCW 51.32.

13           D. The employee has abided by agency policies regarding the use of paid leave as  
14           applicable.

15           E. The employee, if eligible, has used their allowed benefits under Washington's  
16           Paid Family and Medical Leave program. This provision does not apply when  
17           shared leave is used during parental leave.

18   X.2 State employees may donate vacation leave, sick leave, or personal holidays to a  
19   fellow state employee when:

20           A. The receiving employee is approved to receive shared leave under  
21           Subsection X.1;

22           B. The illness, injury, impairment, condition, call to service, or emergency  
23           volunteer service, consequence of domestic violence, sexual assault or stalking, or parental  
24           or pregnancy disability leave, causes or is likely to cause the receiving employee to:

25           1. Go on leave without pay status; or

1 2. Terminate state employment.

2 C. The receiving employee has depleted or will shortly deplete their accrued leave  
3 as applicable.

4 The employee can maintain up to forty (40) hours of vacation leave and up to forty  
5 (40) hours of sick leave to qualify for shared leave under Subsections X.1.A(4) and  
6 (5) of this Article.

7 D. The receiving employee's absence and the use of shared leave are justified;

8 E. The Agency Head or designee permits the leave to be shared with an eligible  
9 employee;

10 F. The donating employee may donate any amount of vacation leave, provided the  
11 donation does not cause the employee's vacation leave balance to fall below eighty (80)  
12 hours.;

13 G. The donating employee may donate any specified amount of sick leave provided  
14 the donation does not cause the employee's sick leave balance to fall below one hundred  
15 seventy-six (176) hours after the transfer.;

16 H. The donating employee may donate all or part of a personal holiday.; and

17 I. Donated leave may be transferred from employees within the same agency, or with  
18 the approval of the heads or designees of both state agencies, higher education institutions,  
19 or school districts/educational service districts, to an employee of another state agency,  
20 higher education institution, or school district/educational district.

21 X.3 For purposes of the state leave sharing program, the following definitions apply:

22 1. "Employee" means any employee who is entitled to accrue sick leave  
23 or vacation leave and for whom accurate leave records are maintained.

24 2. Employee's "relative" is limited to the employee's spouse, state  
25 registered domestic partner as defined by RCW 26.60.020 and



1                   26.60.030, child, stepchild, grandchild, grandparent, sibling, parent or  
2                   stepparent.

3                   3. "Household members" are defined as persons who reside in the same  
4                   home who have reciprocal duties to and do provide financial support for  
5                   one another. This term will include foster children and legal wards even  
6                   if they do not live in the household. The term does not include persons  
7                   sharing the same general house, when the living style is primarily that  
8                   of a dormitory or commune.

9                   4. "Severe" or "extraordinary" condition is defined as serious or extreme  
10                   or life threatening.

11                   5. "Service in the uniformed services" means the performance of duty on  
12                   a voluntary or involuntary basis in a uniformed service under competent  
13                   authority and includes active duty, active duty for training, initial active  
14                   duty for training, inactive duty training, fulltime national guard duty  
15                   including state-ordered active duty, and a period for which a person is  
16                   absent from a position of employment for the purpose of an examination  
17                   to determine the fitness of the person to perform any such duty.

18                   6. "Uniformed services" means the armed forces, the army national guard,  
19                   and the air national guard of any state, territory, commonwealth,  
20                   possession, or district when engaged in active duty for training, inactive  
21                   duty training, full-time national guard duty, or state active duty, the  
22                   commissioned corps of the public health service, the coast guard, and  
23                   any other category of persons designated by the President of the United  
24                   States in time of war or national emergency.

25                   7. "Domestic violence" means physical harm, bodily injury, assault, or the  
26                   infliction of fear of imminent physical harm, bodily injury, assault, or  
27                   sexual assault, or stalking as defined in RCW 9A.46.110 of one intimate  
28                   partner by another intimate partner; or of one family or household

1 member by another family or household member as defined in  
2 RCW26.50.010.

3 8. “Sexual assault” has the same meaning as in RCW 70.125.030.

4 9. “Stalking” has the same meaning as in RCW 9A.46.110.

5 10. “Victim” means a person that domestic violence, sexual assault, or  
6 stalking has been committed against as defined in this Section.

7 11. “Parental leave” means leave to bond and care for a newborn child after  
8 birth or to bond and care for a child after placement adoption or foster  
9 care for a period of up to sixteen (16) weeks after the birth or placement.  
10 If the birth parent suffers from a pregnancy disability, the period of 16  
11 weeks begins immediately after the pregnancy disability has ended  
12 provided that the parental leave is used within the first year of the child’s  
13 life.

14 12. “Pregnancy disability” means a pregnancy related medical condition or  
15 miscarriage.

16 X.4 An employee may use up to a maximum of five hundred twenty-two (522) days of  
17 shared leave during State employment. The Employer may authorize leave in  
18 excess of five hundred twenty-two (522) days in extraordinary circumstances for  
19 an employee qualifying for the program because they are suffering from an illness,  
20 injury, impairment or physical or mental condition which is of an extraordinary or  
21 severe nature. A temporary non-permanent or on-call employee who is eligible to  
22 use accrued leave or personal holiday may not use shared leave beyond the  
23 termination date specified in the temporary non-permanent or on-call employee's  
24 appointment letter.

25 X.5 The Agency Head or designee will require the employee to submit, prior to  
26 approval or disapproval:

- 1           A. A medical certificate from a licensed physician or health care practitioner  
2           verifying the severe or extraordinary nature and expected duration of the  
3           condition when the employee is qualified for shared leave;
- 4           B. A copy of the military orders verifying the employee's required absence when  
5           the employee is qualified for shared leave;
- 6           C. Proof of acceptance of an employee's offer to volunteer for either a  
7           governmental agency or a nonprofit organization during a declared state of  
8           emergency when the employee is qualified for shared leave;
- 9           D. Verification of the employee's status as a victim of domestic violence, sexual  
10           assault or stalking when the employee is qualified for shared leave; or
- 11           E. Verification of the birth, adoption or foster care placement of a child and/or a  
12           medical certificate from a licensed physician or health care practitioner  
13           verifying pregnancy disability under Subsection X.3(A)(5) of this Article.

14    X.6 Any donated leave may only be used by the recipient for the purposes specified in  
15    this Section.

16    X.7 The receiving employee will be paid their regular rate of pay; therefore, one (1)  
17    hour of shared leave may cover more or less than one (1) hour of the recipient's  
18    salary. The calculation of the recipient's leave value will be in accordance with  
19    Office of Financial Management policies, regulations, and procedures. The dollar  
20    value of the leave is converted from the donor to the recipient. The leave received  
21    will be coded as shared leave and be maintained separately from all other leave  
22    balances.

23    X.8 An employee receiving industrial insurance replacement benefits may not receive  
24    greater than twenty-five percent (25%) of their base salary from the receipt of  
25    shared leave.

1 ~~X.9~~ When Any-shared leave is no longer needed or will not be needed at any future time  
2 in connection with the original injury or illness or for any other qualifying condition  
3 by the recipient, as determined by the Agency Head or designee, it will be returned  
4 to the donor(s). Unused leave may not be returned until the conditions in RCW  
5 41.04.665(10) are met. one of the following occurs:

6 ~~The Agency Head or designee receives a doctor's statement verifying the need for shared~~  
7 ~~leave is resolved, or;~~

8 ~~The employee is released to full-time employment; has not received additional medical~~  
9 ~~treatment for the current condition or any other qualifying condition for at least six~~  
10 ~~(6) months; and the employee's doctor has declined, in writing, the employee's~~  
11 ~~request for a statement indicating the employee's condition has been resolved. The~~  
12 ~~shared leave remaining will be divided among the donors on a prorated basis based~~  
13 ~~on the original donated value and returned at its original donor value and reinstated~~  
14 ~~to each donor's appropriate leave balance. The return will be prorated back based~~  
15 ~~on the donor's original donation.~~

16 ~~X.10~~ If an employee has a need to use shared leave due to the same condition listed in  
17 the previously approved request, the agency head or designee must approve a new  
18 shared leave request for the employee.

19 ~~X.11~~ All donated leave must be given voluntarily. No employee will be coerced,  
20 threatened, intimidated, or financially induced into donating leave for purposes of  
21 this program.

22 ~~X.12~~ The Agency will maintain records which contain sufficient information to provide  
23 for legislative review.

24 ~~X.13~~ An employee who uses leave that is transferred under this ArticleSection will not  
25 be required to repay the value of the leave used.

For the Employer:

For the Union:

 9/23/22  
\_\_\_\_\_  
Lane Hatfield, OFM                      Date

\_\_\_\_\_  
Jason Holland, WFSE                      Date

Labor Negotiator

1                                   **MEMORANDUM OF UNDERSTANDING**

2   **BETWEEN**

3   **THE STATE OF WASHINGTON**

4   **AND**

5   **WASHINGTON FEDERATION OF STATE EMPLOYEES,**

6   **ADMINISTRATIVE LAW JUDGES**

7  
8                                   **Implementing Recognition and Retention Lump Sum Payment**

9    This Memorandum of Understanding (MOU) by and between Washington State  
10 (Employer), the Washington State Office of Financial Management, State Human  
11 Resources, Labor Relations Section, and the Washington Federation of State Employees,  
12 Administrative Law Judges of the Office of Administrative Hearings (WFSE) is entered  
13 into for the purposes of implementing a recognition lump sum payment.

14    A.    In recognition of the service state employees have provided the citizens of  
15            Washington throughout the COVID pandemic and the need to retain critical  
16            state employees in all state agencies; a one-time bonus will be provided.  
17            Effective July 1, 2023, each bargaining unit employee will be eligible to receive  
18            a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet  
19            the following condition:

20  
21            1.    Was hired on or before July 1, 2022 and still employed on July 1, 2023 and  
22                 did not experience a break in service.

23  
24    B.    The lump sum bonus will be reflected within the employee's paycheck subject  
25            to all required state and federal withholdings and retirement withholdings and  
26            will be paid no earlier than July 25, 2023. The one-time bonus will not be  
27            subject to union dues or other union fees.

28

1 C. Bargaining unit employees will only receive one lump sum payment regardless  
2 of whether they occupy more than one position within State government or  
3 higher education.

4  
5 1. Employees that hold more than one position within State government or  
6 higher education; the position for which they work the majority of their  
7 hours will be responsible for processing the lump sum payment.

8 2. Payment eligibility is based on employee's position on July 1, 2023.

9  
10 D. The amount of the lump sum payment for part-time and pro tem employees will  
11 be proportionate to the number of hours the part-time employee was in pay  
12 status during fiscal year 2023 in proportion to that required for full-time  
13 employment.

14  
15 1. For employees who hold more than one part-time and/or pro tem position,  
16 the number of hours will be cumulative from all positions. The lump sum  
17 payment will not exceed one thousand dollars (\$1,000.00).

18  
19 The provisions contained in this MOU become effective on July 1, 2023.

20 This MOU shall expire on July 30, 2023.

For the Employer:

For the Union:

 9/23/22

Lane Hatfield, OFM  
Labor Negotiator

Date

Jason Holland, WFSE

Date

21

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Vaccine Requirements and Booster Incentives**

It is the duty of every Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. All employees are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated) according to the schedule recommended by the U.S. Center for the Disease Control and Prevention or be approved for a medical or religious exemption and accommodation as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation.

Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up-to-date COVID-19 booster vaccination, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar (\$1000.00) one-time lump sum payment to be paid no earlier than July 25, 2023. All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file only. This information will only be accessed by the Employer on a need-to-know basis.

The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and be provided as soon as practicable based upon their agency's Human Resources and/or payroll processes. Employees will receive the lump sum payment only once during their employment with the State, regardless of




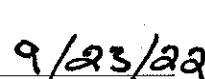
Tentative Agreement  
WFSE ALJ Negotiations 2023-25  
September 22, 2022

whether they hold multiple positions or are employed by multiple agencies between  
January 1, 2023 and December 31, 2023.

This agreement will expire June 30, 2025.

For the Employer:

For the Union:

	
_____ Lane Hatfield, OFM Labor Negotiator	_____ Jason Holland, WFSE
9/23/22 Date	_____ Date