

ARTICLE 3

DISCIPLINE

3.1 Disciplinary Action and Written Reprimands

The Employer will not discipline any permanent employee without just cause. The principles of progressive discipline shall be used, except when the Attorney General or designee determines that the nature of the problem requires an immediate suspension or termination. The following actions will be considered discipline for the purposes of this Article: [written reprimands](#), reduction in pay, suspension without pay, demotion, or termination. Discipline must be provided to the employee in writing.

3.2 Union Representation

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes may result in disciplinary action. [An employee may also have a union representative at a pre-disciplinary meeting.](#) The employee will have the opportunity to consult with a Union representative before the interview, but such consultation shall not cause an undue delay.

3.3 Pre-disciplinary Notice and Meeting

Except when the nature of the problem requires immediate termination, the Employer shall provide the employee with a written pre-disciplinary notice and an opportunity to be heard. The employee will continue to work after receipt of the pre-disciplinary notice unless otherwise specified in the notice. Such notice shall include the allegations, the facts upon which the contemplated discipline is based, the level of disciplinary action being considered, and the date and time set for a meeting where the employee is afforded the opportunity to refute such allegations and/or present mitigating circumstances to the Attorney General or designee. The employee shall also have the right to union representation at this meeting. The employee may choose to respond in writing.

3.4 Final Disposition

Any required reporting of disciplinary matters to the Washington State Bar Association shall be limited to final disposition only unless otherwise required by law or the Rules of Professional Conduct.

3.5 Disciplinary Grievances

Grievances related to ~~written reprimands and~~ disciplinary actions other than termination are limited to Steps 1 and 2 of the grievance procedure outlined in [Article 4](#), and mediation may be attempted upon mutual consent of the parties. Verbal warnings, work plans, coaching, counseling, evaluations, and other non-disciplinary communications between the Employer and the employee are not subject to the grievance procedure. Grievances relating to termination without just cause are subject to the grievance procedure set forth in [Article 4](#), Grievance Procedure.

3.6 Notice for Reduction in Pay

~~—The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay per 3.1.~~

3.7 Removal of Documents

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this Section prevents the Employer from agreeing to an earlier removal date.

1 D. Where the adverse material or information related to alleged misconduct is
2 determined to be unfounded or where an arbitrator does not uphold discipline at
3 arbitration, all such adverse information in such situations will be promptly
4 removed from the employee's files. The Employer may retain this information in
5 a legal defense file.

6 E. If the Employer determines that a record will not be removed under subsections
7 A, and B, above, it will provide the employee with written response indicating
8 that the record remains in the personnel file.

9 TA'd

For the Employer:



9/23/22

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:



Sep 23, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

10

ARTICLE 8

UNION ACTIVITIES

8.1 Union Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office. The Union will maintain the list.
2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
4. Union Representatives must provide notice to their supervisor to prepare for and/or attend any meeting during their work hours. All notices must include the approximate amount of time the Union Representative expects the activity to take. Union Representatives will be granted reasonable paid time, as determined by the employer, during their normal working hours to investigate and process grievances. In addition, Union Representatives will be granted reasonable paid time, as determined by the employer, during their normal working hours to prepare for and attend meetings for representational activities including investigatory interviews and pre-disciplinary meetings; Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement; informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions, and arbitration hearings held during their work time; and New Employee Orientations and associated

1 meetings. Time spent preparing for, traveling to and from, and
2 attending meetings during the Union Representative's non-work
3 hours will not be considered as time worked. Union Representatives
4 will record time spent on union activities in accordance with AGO
5 policy and practice, using the AGO Timekeeping system.
6 Timekeeping codes to facilitate these records will be provided by
7 the AGO. If the amount of time a Union Representative spends
8 performing representational activities is unduly affecting their
9 ability to accomplish assigned duties, the Employer will not
10 continue to release the employee and the Union will be notified.

- 11 5. Union Representatives may not use state vehicles to travel to and
12 from a work site in order to perform representation activities, unless
13 authorized by the AGO.

14 B. Access

- 15 1. Union Representatives may have access to the Employer's offices
16 or facilities in accordance with agency policy to carry out
17 representational activities.
- 18 2. The representatives will notify AGO Human Resources prior to their
19 arrival and will not interrupt the normal operations of the AGO.
- 20 3. Union Representatives and bargaining unit employees may also
21 meet in non-work areas during the employee's meal periods and rest
22 periods and before and after their normal work hours.

23 **8.2 Use of State Facilities, Resources and Equipment**

24 A. Meeting Space and Facilities

25 The Employer's offices and facilities may be used by the Union to hold
26 meetings, subject to the agency's policy, availability of the space and with
27 prior authorization of the Employer.

1 B. Supplies and Equipment

2 The Union and employees covered by this Agreement will not use state-
3 purchased supplies or equipment to conduct union business or
4 representational activities. This does not preclude the use of the telephone,
5 or similar devices that may be used for persons with disabilities, for
6 representational activities if there is no cost to the Employer, the call is brief
7 in duration and it does not disrupt or distract from AGO business.

8 C. Electronic Communications

9 The Union and employees covered by this Agreement will not use state-
10 owned or operated electronic communications to communicate with one
11 another for Union or non-work purposes, except as provided in this
12 agreement. Employees may use state operated e-mail to request union
13 representation. Union Representatives may use state owned/operated
14 equipment to communicate with the affected employees and/or the
15 Employer for the exclusive purpose of administration of this Agreement.
16 Such use will:

- 17 1. Result in little or no cost to the Employer;
- 18 2. Be brief in duration and frequency;
- 19 3. Not interfere with the performance of their official duties;
- 20 4. Not distract from the conduct of state business;
- 21 5. Not disrupt other state employees and not obligate other employees
22 to make a personal use of state resources;
- 23 6. Not compromise the security or integrity of state information or
24 software; and
- 25 7. Not include general communication and/or solicitation with
26 employees.

1 The Union and its Union Representatives will not use the above referenced
2 state equipment for union organizing, internal union business, advocating
3 for or against the Union in an election or any other purpose prohibited by
4 the Executive Ethics Board. Communication that occurs over state-owned
5 equipment is the property of the Employer and may be subject to public
6 disclosure.

7 **8.3 Information Requests**

8 A. The Employer agrees to provide the Union, upon written request, access to
9 materials and information necessary for the Union to fulfill its statutory
10 responsibility to administer this Agreement. All union information requests
11 will be clearly labeled as such and will be sent to the AGO Human
12 Resources Office with a copy to the OFM LRS at [labor.relations@ofm.wa.](mailto:labor.relations@ofm.wa.gov)
13 [gov](mailto:labor.relations@ofm.wa.gov).

14 B. The Employer will acknowledge receipt of the information request and will
15 provide the Union with a date by which the information is anticipated to be
16 provided.

17 C. When the Union submits a request for information that the Employer
18 believes is unclear or unreasonable, or which requires the creation or
19 compilation of a report, the Employer will contact the Union staff
20 representative and the parties will discuss the relevance, necessity and costs
21 associated with the request and the amount the Union will pay for receipt of
22 the information.

23 **8.4 AGO Policies**

24 The Employer will provide to the Union any new human resources related policies
25 affecting represented employees or updates to existing human resource related
26 policies affecting represented employees during the term of the Agreement.

8.5 Distribution of Material

An employee will have access to their work site for the purpose of distributing information to other bargaining unit employees provided:

- A. The employee is off-duty;
- B. The distribution does not disrupt the Employer's operation; and
- C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be used.
- D. The employee must notify the Employer in advance of their intent to distribute information.
- E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

8.6 Access To New Employee Orientation

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Union. This access will be provided on the newly-hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. Union meetings with new employees will include only the new bargaining unit employees and Union Representatives unless mutually agreed otherwise. The Union Representative will also remain in paid status when the orientation is done in a group setting. A Representative providing Union orientation in individual meetings will be in non-work status. Management employees will remain strictly neutral regarding attendance at the

meetings and their content. No employee will be required to attend the meetings or presentations given by the Union.

8.7 Successor Agreement Negotiations

A. Release Time

The Employer will approve paid release time in aggregate of forty-nine (49) days for all union bargaining team members for formal negotiations. After the 49 aggregate days have been utilized, the Employer will approve use of vacation or exchange time, leave without pay.

The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to travel to and from negotiations, if required. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

B. Confidentiality/Media Communication

1. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons.

2. No proposals will be placed on the parties' web sites.

3. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place.

4. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

8.8 Demand to Bargain—Release Time and Travel

A. The Employer will approve paid release time for demand to bargain meetings for up to three (3) employee representatives who are scheduled to work. The Employer will approve compensatory time, vacation leave,

exchange time or leave without pay for additional employee
representatives provided the absence of the employee does not create
significant and unusual coverage issues. The Union will provide the
Employer with the names of its employee representatives at least ten (10)
calendar days in advance of the date of the demand to bargain meeting.

B. The Employer will approve compensatory time, vacation leave, exchange
time or leave without pay for employee representatives to travel to and
from negotiations, if required.

C. No exchange time will be accrued as a result of negotiations, preparation
for and/or travel to and from negotiations.

D. The Union is responsible for paying any travel or per diem expenses of
employee representatives. Employee representatives may not use state
vehicles to travel to and from a bargaining session, unless authorized by
the agency for business purposes.

TA'd

For the Employer:



8/26/2022

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:



Sep 21, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

ARTICLE 10

COMPENSATION

10.1 Assistant Attorney General Salary Range Assignments

A. Each position represented by the Union will continue to be assigned to the Assistant Attorney General (AAG) salary schedule and range (AAG, Managing AAG, or Deputy Solicitor General) that corresponds with their appointment.

B. Effective July 1, 2023, all steps of the Assistant Attorneys General Salary Schedule will be increased by four percent (4%) as shown in Appendix B.

C. Effective July 1, 2024, all steps of the Assistant Attorneys General Salary Schedule will be increased by three percent (3%) as shown in Appendix B.

D. Effective July 1, 2024, a new Step 18 will be added to the salary schedule. Salaries at Step 18 shall be four percent (4%) higher than those at Step 17.

A.

~~B. Effective July 1, 2022, all steps of the Assistant Attorneys General Salary Schedule will be increased by three and twenty five hundredths of a percent (3.25%) as shown in Appendix B. This salary increase is based on the Assistant Attorneys General Salary Schedule in effect on June 30, 2022.~~

10.2 Annual Increases

A. An employee's annual increase date will be set and remain the same regardless of whether there is a break in service with the AGO. The employee's annual increase date will be the initial hire date into an AAG position, referred to in the payroll system as the AAG Hire Date.

B. Employees placed at the step that corresponds to their law school graduation year will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range.

C. Employees placed at a step in their salary range that is one step lower than the step that corresponds to their law school graduation year will receive a

two (2) step increase on their annual increase date until they reach the step that corresponds to their law school graduation year cohort. ~~Employees placed at a step in their salary range that is two or more steps lower than the step that corresponds to their law school graduation year will progress to their law school graduation year cohort on July 1, 2022.~~ Thereafter, all employees will receive a one (1) step increase as in accordance with Subsection 10.2 B.

~~D.~~ Employees will not receive a step increase on their annual increase date if their placement step exceeds the step that corresponds to years since law school graduation.

E. Employees will not receive a step increase on their annual increase date if their base salary exceeds the top step of the salary range.

10.3 Salary Placement/Adjustments

~~—~~A. New hires will be placed on the salary schedule according to their law school graduation year. The Employer may increase placement for recruitment reasons. However, an increased step placement for new hires will not ordinarily be approved absent compelling recruitment needs. The Employer will inform the Union in writing when such recruitment ~~and/or retention~~ increases are granted. New hires placed at a higher step than their graduation year will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range. Such an increase may not result in a salary greater than the maximum step of the salary range.

B. The Employer may increase an employee's step within the salary range to address issues related to ~~recruitment or~~ retention. The Employer will inform the Union in writing when such ~~recruitment and/or~~ retention increases are granted. Employees placed at a higher step than their graduation year for retention purposes will receive a one (1) step increase to base salary

annually on their annual increase date until they reach the top step of the salary range. Such an increase may not result in a salary greater than the maximum step of the salary range.

10.4 Adjustment for Change in Assignment

A. Employees appointed to a higher salary range:

The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeds the new range, the employee will retain their salary upon appointment to the new position.

B. Employees appointed to a lower salary range:

The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeded the previous range and the employee has no assigned step, the employee's new salary will be reduced by the appropriate range differential between their old salary range and new salary range. The range differential between the AAG Range and the Managing AAG Range is five percent (5%). The range differential between the AAG Range and the Deputy Solicitor General Range is ten percent (10%). The range differential between the Managing AAG Range and the Deputy Solicitor General Range is five percent (5%).

C. Division Chiefs and Deputies entering a bargaining unit position:

Division Chiefs and Deputies entering a bargaining unit position will receive a five percent (5%) pay reduction upon reassignment. Thereafter annual step increases, if any, will be provided in accordance with Article 10.2.

10.5 Part-Time Employment

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

10.6 King County Premium Pay

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

10.7 Acting Pay ~~for Performing the Duties of a Division Chief~~

A. Acting Pay for Performing the Duties of a Division Chief

Employees who are temporarily assigned the full scope of duties and responsibilities of a Division Chief for more than thirty (30) calendar days will be notified in writing and will be paid an additional seven hundred and fifty dollars (\$750.00) per month. The increase will become effective on the first day the employee was performing the higher-level duties.

B. Acting Pay for Performing the Duties of a Managing Assistant Attorney General

AAGs who are temporarily assigned the full scope of duties and responsibilities of a Managing Assistant Attorney General for more than thirty (30) calendar days will be notified in writing and will be paid at their assigned step in the MAAG range for the duration of the assignment. The increase will become effective on the first day the employee was performing the higher-level duties.

10.8 Bar Association Dues

The AGO agrees to pay the annual state bar license dues to the Washington State Bar Association (WSBA) for each eligible AAG covered by this Agreement, except for the Client Protection Fund fee and the WSBA lobbying expenditures. Employees have been and will continue to be responsible for these fees. Employees are eligible if they are employed with the AGO on or before January 31 each year, except for employees who terminate their service in the month of January.

1 Employees who begin their employment with the AGO between January 1 and
2 January 31 are eligible for a reimbursement from the AGO for their annual bar dues,
3 but must pay their dues directly to the WSBA.

4 The AGO agrees to pay the annual state bar dues to the Washington State Bar
5 Association for employees hired through the Honor Program in the year they pass.

6 **10.9 Salary Overpayment Recovery**

7 A. When the AGO has determined that an employee has been overpaid wages,
8 the AGO will provide written notice to the employee, which will include
9 the following items:

- 10 1. The amount of the overpayment;
- 11 2. The basis for the claim; and
- 12 3. The rights of the employee under the terms of this Agreement.

13 B. Method of Payback

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

- 16 a. Voluntary wage deduction;
- 17 b. Cash; or
- 18 c. Check.

19 2. The employee will have the option to repay the overpayment over a
20 period of time equal to the number of pay periods during which the
21 overpayment was made, unless a longer period is agreed to by the
22 employee and the AGO. The payroll deduction to repay the
23 overpayment shall not exceed five percent (5%) of the employee's
24 disposable earnings in a pay period. However, the AGO and
25 employee can agree to an amount that is more than the five
26 percent (5%).

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

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 4](#), Grievance Procedure, of this Agreement.

10.10 AAG Retention Premium

A. An Assistant Attorney General who has worked as an Assistant Attorney General for five (5) or more cumulative years at the Washington State Attorney General's Office and has at least one (1) year of unbroken service immediately preceding earning the AAG Retention Premium, will receive a two and a half percent (2.5%) premium on top of their base wages.

B. An Assistant Attorneys General who has worked as an Assistant Attorney General for ten (10) or more cumulative years at the Washington State Attorney General's Office and has at least one (1) year of unbroken service immediately preceding earning the AAG Retention Premium, will receive a five percent (5%) premium on top of their base wages. The Retention Premiums do not compound.

~~10.10 Longevity Lump Sum~~

~~A. Effective July 1, 2022, bargaining unit employees who have been continuously employed at the AGO will receive a lump sum on their July 25, 2022 paycheck in the following amounts:-~~

Continuous Years at AGO	Lump Sum Amount
15-19 years	\$500.00
20 or more years	\$1000.00

1

2 TA'd

For the Employer:

For the Union:

 9/23/22

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

 Sep 23, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

3

ARTICLE 13

SENIORITY

13.1 Definitions

- A. Seniority shall mean the total period of time, measured in years, months, and days, that an employee has been employed by the Employer as an Assistant Attorney General, Managing Assistant Attorney General, or Deputy Solicitor General. A calculation of seniority shall not be affected by the employee's status as full-time or part-time. The calculation of seniority shall not be reduced by any time period in which the employee was on paid or unpaid leave, including family medical leave. Additionally, the calculation of seniority shall not be reduced by any time period participating in a non-permanent AGO fellowship opportunities, regardless of the job class assigned to the work. Time spent on sabbatical is not included in the calculation of seniority. Time included in the calculation of seniority need not be continuous. For the purposes of layoffs and recall, an eligible veteran as defined by WAC 357-46-060 shall receive preference in layoff by having their seniority increased for total active military service, not to exceed a maximum of five (5) years.
- B. A non-permanent employee is an employee that has not completed their probationary period.
- C. A permanent employee is an employee that has completed their probationary period.
- D. A non-permanent ~~position appointment~~ is ~~an appointment to a position one~~ that is time limited. ~~not fully funded.~~
- ~~E.~~ A permanent position is a position that is fully funded.

13.2 Illustrations

A. An employee continuously serves three (3) years, five (5) months, and two (2) days. The employee's seniority is three (3) years, five (5) months, and two (2) days.

B. An employee continuously serves three (3) years, five (5) months, and two (2) days, but during that time spends six (6) months on family medical leave. The employee's seniority is three (3) years, five (5) months, and two (2) days.

~~C. An employee continuously serves three (3) years, five (5) months, and two (2) days.~~

~~D.C.~~ An employee continuously serves three (3) years, five (5) months, and two (2) days, but then leaves employment for two (2) years, one (1) month and fifteen (15) days before returning to employment with the Employer. After returning, the employee continuously serves five (5) years, six (6) months and eight (8) days. The employee's seniority is eight (8) years, eleven (11) months, and ten (10) days.

D. An employee serves twelve (12) years, six (6) months and two (2) days, during which the employee takes a six (6) month sabbatical. The employee's seniority is twelve (12) years and two (2) days.

TA'd

For the Employer:

 8/26/2022

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:

 Sep 21, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

ARTICLE 14

EXCHANGE TIME

14.1 Assistant attorneys general are expected to devote all the time necessary to deliver the highest quality legal and administrative services. This may require working beyond their regular schedule. Exchange time is a benefit in the form of time off for extraordinary hours worked. It is intended to encourage retention of valuable employees without impeding services to the public or preventing the office from accomplishing its mission.

14.2. Biannual-Quarterly Awards

Exchange time will be awarded on a twice annually, in January and July, quarterly basis to attorneys who work fifteen percent (15%) or more over available hours. during the preceding six (6) months., The awards shall be made May 1st for the quarter beginning January 1st and ending March 31st, August 1st for the quarter beginning April 1st and ending June 30th, November 1st for the quarter beginning July 1st and ending September 30th, and February 1st for the quarter beginning October 1st and ending December 31st. The amount of the award will be equal to twenty-four percent (420%) of the hours worked over available hours, up to a maximum of fifty thirty-two (3250) hours for the threesix (36) month period. For example, if an attorney works one hundred forty six seventy-two (72146) extra hours during a threesix (36) month period where there are four hundred eighty nine hundred seventy six (480976) regular business hours available (or fifteen percent [15%] over available hours), the attorney would receive an exchange time award of fortytwenty percent (420%) of the extra hours, or twenty-eightnine and eight-two-tenths (28.89.2) hours.

14.3 Immediate Awards


Division chiefs may also make immediate exchange time awards to recognize an attorney's extraordinary work that resulted in a peak workload over a discrete time period (e.g., trial, preliminary injunction), even though that work may not result in

increased workload over the ~~six-three~~ (63) month period covered by the formula. The decision to grant any such award, and the amount of the award, are discretionary. To avoid duplication, immediate exchange time awards shall be subtracted from any ~~biannual-quarterly~~ award for the same time period. An Employee may request that a Division Chief make an immediate exchange time award under this section.

14.4 Exchange time has no cash liquidation value. Immediate awards expire with ~~biannual-quarterly~~ awards issued for the same time period. Awards issued for work between January 1 and ~~June~~ March 31st will expire ~~April 30~~ June 30th the following year. Awards issued for work between April 1 and June 30th will expire July 31st the following year. Awards issued for work between July 1 and September 30th will expire October 31st of the following year and awards issued for work between October 1 and December 31st will expire January ~~December~~ 31st the -following January 31st year. Employees with documented performance concerns during the period are not eligible to receive exchange time for the ~~six-three~~ (63) month period. New employees are eligible for immediate awards during their probationary period and will be eligible for biannual awards once they have worked all ~~six-three~~ (63) months of an award period. Exchange time awards are not subject to the grievance procedure.

TA'd

For the Employer:

 8/26/2022
Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:

 Sep 21, 2022
Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

ARTICLE 15

REVIEW PERIODS AND NON-PERMANENT APPOINTMENTS

15.1 Probationary Period for Permanent Positions

- A. Every part-time and full-time employee following their initial appointment to an permanent assistant attorney general position, or upon being rehired into a bargaining unit position after a break in service with the AGO, will serve a probationary period of twelve (12) consecutive months. Probationary periods do not apply to transfers between divisions within the AGO.
- B. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed eighteen (18) months.
- C. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 4, Grievance Procedure.
- D. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave. Probationary period extensions for military service will be in accordance with the law.

1 E. An employee who is appointed to a different bargaining unit position prior
2 to completing their initial probationary period may be required to serve a
3 new probationary period, as determined by the Employer.

4 F) If an employee in a nonpermanent appointment is subsequently appointed
5 to the same or a similar permanent position, the employer may count time
6 worked in the nonpermanent appointment towards the probationary or trial
7 service period for the permanent position

8 **15.2 Trial Service Period for Permanent Positions**

9 A. Employees with permanent status in an assistant attorney general
10 bargaining unit position who are promoted, will serve a trial service period
11 of twelve (12) consecutive months. The Employer may extend the trial
12 service period for an individual employee as long as the extension does not
13 cause the total period to exceed eighteen (18) months.

14 B. Any employee serving a trial service period will have their trial service
15 period extended, on a day-for-a-day basis, for any day(s) that the employee
16 is on leave without pay or shared leave. Trial service extensions for military
17 service will be in accordance with the law.

18 C. An employee who is appointed to a different position prior to completing
19 their trial service period will serve a new trial service period. The length of
20 the new trial service period will be in accordance with Subsection 15.2 A,
21 unless adjusted by the appointing authority for time already served in trial
22 service status. In no case, however, will the total trial service period be less
23 than twelve (12) consecutive months.

24 D. An employee serving a trial service period may voluntarily revert to their
25 former permanent position provided that the position had not been filled or
26 an offer has not been made to an applicant. An employee serving a trial
27 service period may voluntarily revert at any time to a funded permanent
28 position that is vacant for which they have the knowledge, skills or abilities.

1 Upon request, the Employer will provide a list of all funded, vacant
2 positions.

3 The Employer will determine the position the employee may revert to and
4 the employee must have the knowledge, skills or abilities required for the
5 position. Employee preference will be considered if there are multiple
6 vacancies. If possible, the reversion option will be within a reasonable
7 commuting distance for the employee.

8 E. With ten (10) working days' written notice by the Employer, an employee
9 who is not satisfactorily completing their trial service period will be reverted
10 to a funded, permanent position that is vacant or filled by a non-permanent
11 employee within the employee's previously held permanent job
12 classification.

13 The reversion option, if any, will be determined by the Employer. The
14 employee being reverted must have the knowledge, skills or abilities
15 required for the vacant position. Employee preference will be considered if
16 there are multiple vacancies. If possible, the reversion option will be within
17 a reasonable commuting distance for the employee.

18 If the Employer fails to provide ten (10) working days' notice, the reversion
19 will stand and the employee will be entitled to payment of the difference in
20 the salary for up to ten (10) working days, which the employee would have
21 worked at the higher level if notice had been given. Under no circumstances
22 will notice deficiencies result in an employee gaining permanent status in
23 the higher classification.

24 F. If there are no reversion options, an employee will be separated from
25 employment. An employee who is separated during their trial service period
26 may request a review of the separation by the Chief Deputy or designee
27 within seven (7) calendar days from the effective date of the separation.

1 G. The reversion of employees is not subject to the grievance procedure in
2 [Article 4](#), Grievance Procedure.

3 **15.3 Resignation**

4 With at least fifteen (15) calendar days' notice, an employee should send a notice
5 of resignation specifying the date of separation of employment to the Attorney
6 General with copies to the Payroll Office, Division Chief, appropriate Deputy
7 Attorney General and Chief Deputy Attorney General. Upon submitting a
8 resignation notice, the resignation decision is deemed accepted, unless mutually
9 revoked by the employee and the Employer.

10 **15.4 Non-Permanent Appointment**

11 A. An employer may fill a position with a nonpermanent appointment when any of
12 the following conditions exist:

13 (1) A permanent employee is absent from the position;

14 (2) The employer is recruiting to fill a vacant position with a permanent
15 appointment;

16 (3) The employer needs to address a short-term immediate workload peak or other
17 short-term needs;

18 (4) The nature of the work is sporadic and does not fit a particular pattern; or

19 (5) For career building opportunities such as a fellowship.

20 B. When a permanent employee accepts a non-permanent appointment, the return
21 rights, if any, will be mutually agreed upon and documented in the appointment
22 letter.

23 TA'd

For the Employer:

For the Union:



8/26/2022

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations



Sep 21, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

24

ARTICLE 19

TERM OF AGREEMENT


19.1 All provisions of this Agreement will become effective July 1, ~~2023~~2024, and will remain in full force and effect through June 30, ~~2023~~2025; however, in accordance with [RCW 41.80.090](#), if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

19.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2024~~2022, and no later than January 31, ~~2024~~2022. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.


TA'd

For the Employer:

For the Union:

 9/23/22

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

 Sep 23, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

ARTICLES AGREED TO NOT OPEN


The parties have committed to not opening the following Articles:

- Preamble
- Article 1 Union Recognition
- Article 2 Voluntary Employees' Beneficiary Association
- Article 4 Grievance Procedure
- Article 5 Management Rights
- Article 6 Union Management Communication Committees
- Article 7 Maintenance of Terms and Mandatory Subjects
- Article 9 Union Dues and Status Reports
- Article 11 Layoff and Recall
- Article 12 Non-Discrimination
- Article 16 Telework
- Article 17 Savings Clause
- Article 18 Distribution of Agreement


TA'd

For the Employer:

For the Union:

 8/26/22

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

 Sep 21, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

1 **C. MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON**

4 **AND**

5 **ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

6 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

7 **Diversity, Equity and Inclusion (DEI)**

8 The parties are committed to developing and maintaining a high performing public
9 workforce that provides access, meaningful services, and improved outcomes for all
10 residents of Washington. The ever-increasing diversity of our population and workforce
11 defines who we are as a people and drives the public's expectations of us as public servants.
12 An important goal is to build work environments that are respectful, supportive, and
13 inclusive of everyone.

14 The State of Washington is engaged in an enterprise-wide effort with state agencies to
15 reassess hiring practices, training, policy compliance, and data reporting toward the goal
16 of creating a more respectful, diverse, equitable, and inclusive work environment. The
17 Union is a vital partner in reaching this goal.

18 The AGO strives to have an agency-wide culture that recognizes respect for all and
19 promotes cultural competency, diversity, and inclusion and equity to better recruit,
20 promote, and retain a diverse workforce. The parties are committed to fostering a positive
21 work environment and recognize that individuals feel safe to speak openly and with
22 confidence only when co-workers and leadership accept diverse contributions, opinions,
23 and ideas.

24 To that end, as the AGO modifies its policies, practices, and performance evaluation
25 criteria to support this work, the Union, whether through informal discussions at UMCC
26 or LMC meetings, or through other more formal notice, will be provided an opportunity to
27 review and give input on these changes before they are adopted.

The AGO encourages professional facilitation of workgroups and roundtable conversations within and amongst divisions to discuss microaggressions, creating a safe space, and highlighting the work of individuals from historically marginalized communities, and those protected under the State of Washington Law Against Discrimination (WLAD). Recognizing the parties' commitment to intentional equity, diversity, and inclusion in recruitment and promotions, the parties agree to the following:

1. The AGO agrees that time to participate in workgroups, roundtable discussions, DAC, and Affinity Groups (including but not limited to interview panels for hiring and promotion, agency events, and training opportunities) shall be considered paid work time.
2. The AGO will continue to solicit input from the DAC and Affinity Groups on DEI issues within the office.
3. The AGO will create a program that relies upon experts to train employees to provide racial equity facilitation and support to AGO staff across the agency. The program will allow for expanded capacity in the agency to help facilitate more small group discussions on racial equity or similarly oriented topics.

Nothing in this Memorandum of Understanding should be construed as a waiver of the rights and obligations of either party as it relates to mandatory subjects.

This Memorandum of Understanding is not subject to the grievance procedure.

This Memorandum of Understanding shall expire on June 30, 202~~5~~³.

For the Employer:

For the Union:

~~Ann Green~~^{/s/}
Hannah Hollander, Labor
Negotiator
OFM/SHR/Labor Relations

~~Leanne Kunze, Jason Holland, Execu~~^{/s/}
Director Labor Advocate
WFSE/AFSCME Council 28

1 TA'd

For the Employer:

For the Union:



June 7, 2022



Jun 13, 2022

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

2

A. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL

WASHINGTON FEDERATION OF STATE EMPLOYEES

The AGO provides legal advice and representation for DCYF, supporting DCYF’s mission to protect children from abuse and neglect, and to achieve timely permanency for foster children.

The ABA has recognized that a “caseload of over sixty (60) cases is unmanageable” for attorneys serving a child welfare agency. A dependency “case” represents a family, which may include multiple children and parents, and may stretch over several years. In some AGO locations, juvenile caseloads include associated termination or guardianship trials for that family, and lengthy, complex appeals involving research and oversight from senior attorneys statewide.

The parties have a shared interest in achieving manageable workloads for AAGs and staff, and agree to work collaboratively to continue the AGO’s efforts to secure funding to achieve manageable caseloads, and to identify any other measures or practices to reduce workloads.

The parties agree to include Union representatives in efforts focused on reducing juvenile litigation caseloads, by agreeing to the following:

1. The Union may appoint four (4) representatives from the bargaining unit to the Juvenile Litigation Monitoring workgroup, which meets twice a year specifically to review caseloads and trends, and to problem solve.
2. The Union representatives on the Juvenile Litigation Monitoring workgroup will have the same data access permissions as other committee members.

June 28, 2022

Page 2 of 2

3. At the union's request, the parties will have interim meetings with the union juvenile litigation representatives approximately thirty (30) days in advance of each Juvenile Litigation Meeting.

a. All division chiefs managing attorneys in each division will be invited to the interim meetings, and each division will have at least one (1) representative from AGO DCYF management as well as one (1) member of the DCYF headquarters section participate in the interim meetings.

b. The participants may join by telephone or by video conference.

4. The purpose of the interim meetings will be to collaboratively discuss union ideas and suggestions and possible topics for the Juvenile Litigation Monitoring Meeting agenda, to include but not limited to the feasibility of implementing reasonable protected time parameters for work on juvenile litigation appeals.

For the Employer:

For the Union:

/s/

Hannah Hollander, Labor Negotiator
OFM/SHR/LRS

/s/

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

TA'd

For the Employer:

For the Union:

 7/2/22

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

 Jul 5, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS
GENERAL, WASHINGTON FEDERATION OF STATE
EMPLOYEES, AFSCME COUNCIL 28**

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL, WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28 (AWAAG) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the AWAAG which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

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

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

(3) Category 3 – Confidential Information

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

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

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

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

In recognition of the above, the parties agree to the following:

The Employer and AWAAG strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.

For the Employer:

For the Union:

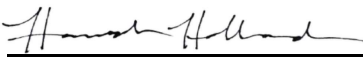
Date

Date

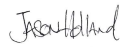
TA'd

For the Employer:

For the Union:

 8/26/2022

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

 Sep 21, 2022

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL

WASHINGTON FEDERATION OF STATE EMPLOYEES

Implementing Recognition and Retention Lump Sum Payment and Retention Premium

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Association of Washington Assistant Attorneys General Washington Federation of State Employees (AWAAG WFSE) is entered into for the purposes of implementing a recognition lump sum payment and a time-limited enhanced retention Premium.

Recognition Lump Sum Payment

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

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

B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than

1 July 25, 2023. The one-time bonus will not be subject to union dues or other
2 union fees.

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

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

11 b. Payment eligibility is based on employee's position on July 1, 2023

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

16
17 a. For employees who hold more than one part-time position, the number of
18 hours will be cumulative from all positions. The lump sum payment will not
19 exceed one thousand dollars (\$1,000.00).

20 **Time-Limited Enhanced Retention Premium**

21 A. In recognition of the need to retain experienced Assistant Attorneys General,
22 effective July 1, 2023, through June 29, 2025, An Assistant Attorney General
23 who has worked as an Assistant Attorney General for five (5) or more
24 cumulative years at the Washington State Attorney General's Office and has at
25 least one (1) year of unbroken service immediately preceding earning the AAG
26 Retention Premium, will receive a five percent (5%) premium on top of their
27 base wages. This provision supersedes Article 10.10.A of the CBA. The
28 Retention Premiums do not compound.

1
2
3

4
5
6

7
8
9
10
11
12
13
14

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire on June 29, 2025.

For the Employer:

For the Union:

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

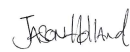
Jason Holland, Labor Advocate
WFSE/AFSCME Council 28

TA'd

For the Employer:

For the Union:

 9/23/22



Sep 23, 2022

Hannah Hollander, Labor Negotiator
OFM/SHR/Labor Relations

Jason Holland, Labor Advocate
WFSE/AFSCME Council 28