
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**WASHINGTON FEDERATION OF STATE
EMPLOYEES**

EFFECTIVE

JULY 1, 2023 THROUGH JUNE 30, 2025



2023-2025

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM
and subsequently funded by the Legislature in the 2023-25 budget.

WASHINGTON FEDERATION OF STATE EMPLOYEES
2023-2025

[*Placeholder](#)

DEPARTMENT OF CORRECTIONS SUPPLEMENTAL ADDENDUM

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SIGNATURE PAGE

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the “Union.” It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences. The Preamble is not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

ARTICLE 1

UNION RECOGNITION

- 1.1** This Agreement covers the employees in the bargaining units described in Appendix A, titled “Bargaining Units Represented by the Washington Federation of State Employees,” but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.
- 1.2** The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and Section 1.3, below.
- 1.3** If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative for a bargaining unit in general government during the term of this Agreement, the terms of this Agreement will apply.

ARTICLE 2

NON-DISCRIMINATION

- 2.1** Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.
- 2.2** Both parties agree that unlawful harassment will not be tolerated.
- 2.3** Employees who feel they have been the subjects of [discrimination](#) are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within twenty-eight (28) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.
- 2.4** Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

ARTICLE 3 BID SYSTEM

3.1 Applicability

- A. This Article applies only to staff employed at a correctional facility in the Department of Corrections (DOC), or the Department of Veterans Affairs (DVA), and who work in positions that may require relief or coverage. This Article also applies to employees at an institution in the Department of Social and Health Services (DSHS), the Department of Children, Youth, and Families (DCYF), the School for the Blind (WSSB), Center for Deaf and Hard of Hearing Youth (CDHY), Washington State Lottery (LOT), ([Section 3.11](#) only), Department of Agriculture (WSDA), ([Section 3.12](#) only) and the Washington State Patrol (WSP) ([Section 3.13](#) only). For purposes of this Article, the Special Commitment Center (SCC) and the Secure Community Transition Facilities (SCTF) within the Department of Social and Health Services (DSHS) will be considered one (1) institution.

- B. This Article does not apply to the filling of non-permanent, on-call, project or, except at the WSSB and the CDHY, career seasonal positions.

C. [State Operated Living Alternatives \(SOLA\) with the Department of Social and Health Services](#)

The parties recognize and agree that the foremost responsibility of the SOLA program is to support individuals based on their preference and need. With this principle in mind, the parties agree that Article 3, Bid System will apply to the SOLA program with the following limitations:

- Employees may bid between SOLA homes located in the same county where their position is permanently assigned.

- The Appointing Authority or Designee may reassign an employee within the first sixty (60) calendar days after the bid process placement into a position if a client expresses concerns working with that staff member. The concerns and any attempts to resolve the concerns will be documented and presented to the Director of State Operated Community Residential (SOCR). No reassignment will occur without the approval of the Director of SOCR. This type of reassignment will not be documented as or characterized as a disciplinary action. If an employee is reassigned, as described in this MOU, the employee will not be prohibited from bidding to other locations.

- Reassignment from a bid position under Article 3.10, occurring within the first sixty (60) calendar days as described above, is not subject to the grievance procedure in Article 29 when the reassignment is based on client need or choice.

3.2 Definitions

For purposes of this Article only, the following definitions apply:

- A. Bid Positions
Positions filled as a result of a bid.

B. Bid System

A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or to a lower classification in which they have previously held status. A permanent part-time employee will be eligible to bid for full-time positions after completion of one thousand and forty (1,040) hours of employment within the job classification. A permanent full-time employee will be eligible to bid on part-time positions in the same job classification in which they currently hold permanent status or to a lower classification in which they have previously held status.

C. Position

A particular combination of shifts and days off, except for the DSHS, DVA and the DOC. In DSHS, DVA and DOC, a position is defined as a particular combination of shift, days off and location. Within institutions at DSHS and DCYF, a “float” designation shall be considered a location for bid purposes when the institution has a float pool with permanent positions.

3.3 Components of a Bid

With the exception of DOC, bids will indicate the employee’s choice of shift, days off (and, for DSHS and DVA, location) and job classification. DOC employees will bid by position number. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of six (6) months from the date submitted by the employee.

3.4 Submittal and Withdrawal of Bids

Any bids submitted after the date a vacancy is considered to have occurred will not be considered for that vacancy. Employees may withdraw their bids, in writing, at any time prior to the referral.

3.5 New Positions or Reallocated Positions

When a new position is established or a vacant position is reallocated, the Employer will post the position for seven (7) calendar days if the combination of shift and days off (and, for DSHS, DVA and DOC, location) does not currently exist. The agencies will use electronic and/or hard copy methods for notification, which shall include email notifications to eligible employees.

3.6 Vacancy

For purposes of this Article, a vacancy occurs when:

- A. An employee notifies management, in writing, that they intend to vacate their position; or
- B. Management notifies an employee, in writing, that the employee will be removed from their position.

3.7 Awarding a Bid

When a permanent vacancy occurs, the Employer will determine if any employee has submitted a ~~transfer or a voluntary demotion request~~ bid for the shift and days off. Seniority

will prevail provided the employee has the skills and abilities necessary to perform the duties of the position. An employee's bid request may be turned down if the employee has documented attendance or performance problems. The employee will begin working in the new position within forty-five (45) calendar days of being awarded the bid unless circumstances warrant otherwise.

3.8 Commitment Following an Award or Refusal of a Bid

- A. For all agencies except DSHS and DCYF, when an employee has been awarded a bid, or refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The six (6) month period will begin on the first day the employee is assigned the new shift and/or days off. All other active bids the employee has on file will be removed from the bid system.
- B. For DSHS and DCYF, when an employee has been awarded a bid, the employee will be prohibited from requesting other bids for a minimum of twelve (12) months. If an employee refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The time period will begin on the first day the employee is assigned the new shift, days off and/or location. All other active bids the employee has on file will be removed from the bid system.

- 3.9** Whenever there is need for a major change in residential settings such as elimination of positions or major changes to shifts or assignments, the Union and the Employer may agree to suspend the procedure described in [Sections 3.3](#) through [3.6](#) and [3.8](#) above and allow all employees to bid on positions, which will be filled in accordance with the procedures in [Section 3.7](#) of this Article.

3.10 Reassignment from a Bid Position

Nothing in this Article will preclude management from reassigning an employee from their bid position to another position on a different shift or to a position with different days off, provided the employee is notified, in writing, of the reason(s) for the reassignment. A copy of the notice will be sent to the Union.

3.11 Washington State Lottery

- A. Prior to a vacant District Sales Representative (DSR) position being open for recruitment, the Regional Sales Manager will have the opportunity to realign or reassign territories. Input from the DSRs within the region will be considered, and the Lottery will look for ways to incorporate changes with the least amount of negative impact to the DSRs. The Regional Sales Manager will determine the position to be open for recruitment, after considering input from the DSRs within the region.
- B. All DSRs statewide will be notified of vacancies within the bargaining unit. DSRs indicating an interest in a transfer to the vacant position will be considered utilizing the following criteria:
 - 1. Demonstrated service to retailers.
 - 2. Efficiency and effectiveness of performance.

3. Seniority based on employee preference.
- C. If the employee is not selected after consideration of the first two (2) criteria listed above, the Regional Sales Manager will discuss with the employee the reason(s) for the decision.

3.12 Department of Agriculture – Grain Inspection Program

Bidding and assignment of permanent work shifts for bargaining unit employees will be performed annually, unless a shorter period of time is mutually agreed to between the parties, or at the addition or deletion of a work shift. Seniority criteria for awarding a bid will be based on uninterrupted service date, not including military time, and with due regard for needs of industry, the Employer and employees.

This Sub-article does not apply to employees in an inspector in-training series.

3.13 Washington State Patrol – Fingerprint Technicians, Leads and Supervisors

Bidding and assignment of permanent work shifts for Fingerprint Technicians, Leads and Supervisors will be performed semi-annually in January and July. New shifts begin on the Sunday closest to January 1 or July 1 regardless of the month in which the Sunday occurs. Openings will be provided for a period of twenty-eight (28) calendar days prior to the beginning of a new schedule and eligible employees may bid on openings during this period. Fingerprint Technician 1s will be subject to training requirements and may be assigned to a shift to meet training needs during probationary periods.

ARTICLE 4 HIRING AND APPOINTMENTS

4.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

- A. An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 34](#), Layoff and Recall, of this Agreement and are confined to each individual agency.
- B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).
- C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

- D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.
- F. When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
 - 1. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
 - 2. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
 - 3. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
 - 4. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.
 - 5. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

4.2 Recruitment and Application Process

Agencies will determine the recruitment process used to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days. One (1) recruitment announcement may be used to fill multiple open positions. A recruitment announcement may also be used to fill positions in addition to those listed in the recruitment announcement if the recruitment announcement includes a statement indicating that intent at the initial time of posting. Once all the position(s) from the recruitment announcement are filled, the recruitment announcement may only be used to fill additional open positions for the next sixty (60) days. An agency may accept applications/recruit through the Department of Enterprise Services' online recruiting

system, agency electronic process, and/or paper applications as indicated on the recruitment announcement. In addition, agencies may use their intranet to post positions. Agencies that use the Department of Enterprise Services' online recruiting system will accept and process agency-defined paper forms. Upon request, agencies will assist employees through the application process.

4.3 Movement – Permanent Employees

A. Within an Agency

1. Prior to certifying candidates for vacancies in accordance with [Section 4.1](#), an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position.
2. Employees desiring a transfer, voluntary demotion or elevation may initiate a request in writing to their agency human resources office, or for DSHS, to the appropriate Appointing Authority.
3. Appointing authorities will consider these individuals for an opening. Movement requests will be purged twice yearly on June 30th and December 31st.
4. Candidates interviewed will be notified of the hiring decision.
5. This Subsection does not apply to those positions that have a required bid system established in accordance with [Article 3](#), Bid System, unless the position remains vacant after the completion of the bid process.
6. In addition, employees who are interested in a transfer, voluntary demotion or elevation within an agency may also apply in accordance with the processes outlined in [Section 4.2](#), above.

B. Outside the Agency

1. Prior to certifying candidates for vacancies in accordance with [Section 4.1](#), an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation to a candidate from another agency as long as the permanent employee has the skills and abilities to perform the duties of a position.
2. Employees transferring, demoting or elevating from outside the agency will be required to serve a six (6) month review period. Agencies may extend the review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
3. The Employer may separate an employee or an employee may voluntarily separate during the review period. Upon separation, and at the employee's request, the employee's name will be placed on the agency's layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired.

4. An employee who is separated during their review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the review period will not be subject to the grievance procedure in [Article 29](#), Grievance Procedure.

4.4 Permanent Status

An employee will attain permanent status in a job classification upon their successful completion of a probationary, trial service or transition review period.

4.5 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee or to reduce the effects of a hiring freeze. A non-permanent appointee must have the skills and abilities required for the position.
2. A permanent employee who accepts a non-permanent appointment within their agency will have the right to return to their prior permanent position in the agency or to a position in the permanent classification they left at the completion of the non-permanent appointment; provided 1) the employee has not left the original non-permanent appointment, or 2) multiple non-permanent appointments have not exceeded a total of twelve (12) months, unless the original Appointing Authority agrees otherwise. Employees who are accepting a non-permanent appointment will be notified of their return rights within their appointment letter.

An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify their current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment or if the non-permanent appointment was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period. The Employer must follow [Article 3](#), Bid System or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment.

4. Time spent in the non-permanent appointment ~~will~~ may count towards the probationary or trial service period if the employee and the employee's position is converted from a non-permanent appointment to a permanent appointment in accordance with Subsection 3 above.
5. Time spent in the non-permanent appointment may count towards the probationary or trial service period for the permanent position within the same job classification. When non-permanent time is not counted towards the probationary or trial service period, the reason(s) will be provided to the employee in writing.
6. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.

B. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.

C. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will determine and document the training program, including a description and length of the program. The in-training plan must include:
 - a. The title of the goal class of the in-training plan.
 - b. The duties and responsibilities of the goal class.
 - c. The job classes that will be used to reach the goal class.
 - d. The skills and abilities that must be acquired by the employee while in-training to the goal class.

The training plan may include any of the following components:

- e. On-the job training;
- f. Classroom or field instruction;
- g. Courses conducted by an educational institution, vocational school, or professional training organization; or

h. Written, oral and/or practical examinations(s).

Unless other staffing methods have been exhausted, positions with primary responsibility for supervision will not be designated as in-training positions.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service period(s) required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer. Within seven (7) days of the effective date of the separation, the employee may request a review of the separation by the Director or Secretary of the agency or designee.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period(s), depending on the requirements of the in-training program. The trial service period and in-training program will run concurrently. The Employer may revert an employee who does not successfully complete the trial service period(s) at any time with one (1) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with Subsections [4.6 \(B\)\(3\)](#) and [4.6 \(B\)\(4\)](#) of this Article.
4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The trial service period and in-training program will run concurrently. The Employer will determine the length of the trial service period(s) to be served by an employee in an in-training appointment, however the cumulative total of the trial service periods for the entire in-training appointment will not exceed thirty-six (36) months. The appointment letter will inform the employee of how the trial service period(s) will be applied during the in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status in each classification upon successful completion of the concurrent training program and trial service period at each level.
6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status in the goal classification upon successful completion of the training requirements and concurrent trial service period for the entire in-training program. [Every ninety \(90\) days of the trial service period, the Employer will provide a status report to the employee. The status](#)

report will provide the employee with an update of progress towards completion of the training requirements, and if necessary, offer remedial opportunities to assist in the successful completion of the trial service period.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:

- a. Promote to another job classification within the project; or
 - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status who were appointed without a competitive process for transfer, voluntary demotion, or promotion to other project positions only. Project employees with permanent project status hired through a competitive process will be eligible under Article 4.3 Movement – Permanent Employees, for transfer, voluntary demotion or ~~elevation~~ promotion for project and non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
 4. For employees hired into a project position prior to July 1, 2013, the Employer may convert a project appointment into a permanent appointment and the employee will serve a probationary or trial service period. For employees hired into a project position on or after July 1, 2013, the Employer may convert a project appointment into a permanent appointment if the Employer used a competitive process to fill the project appointment. In such circumstances, the employee will serve a probationary or trial service period.
 5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 34, Layoff and Recall.

E. Seasonal Career/Cyclic Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and are anticipated to last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.
2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with Subsection 4.6 A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in [Article 34](#), Layoff and Recall.

- F. The designation of a position as non-permanent, on-call, in-training or project, or the termination of a non-permanent, on-call, in-training or project appointment is not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

4.6 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months, except for employees in any job classification listed in Appendix R, Job Classifications – Twelve Month Probationary Period, will serve a twelve (12) month probationary period. ~~Agencies may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.~~ Agencies may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan.
2. 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 or performance improvement plan issues result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in [Article 29](#), Grievance Procedure.
3. 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, except for leave taken for military service or temporary reduction of work hours, consistent with Article 34.6 E.

4. An employee who is appointed to a different position prior to completing their initial probationary period may be required to serve a new probationary period. The length of a new probationary period will be in accordance with Subsection 4.6 A, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
5. With approval of the Employer, an employee who accepts a non-permanent appointment to a higher level position in the same job series while serving an initial probationary period, may resume their probationary period and receive credit for time already served in probationary status if they return to the same position they vacated.
6. If the Employer converts the status of a non-permanent appointment to a permanent appointment within the same job classification, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period within the same job classification as defined in Subsection 4.6 A. When non-permanent time is not counted towards the probationary period, the reason(s) will be provided to the employee in writing. If the employee and the employee's position is converted from a non-permanent appointment to a permanent appointment, time spent in the non-permanent appointment will count towards the probationary or trial service period.

B. Trial Service Period

1. Employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan.

Employees in an in-training appointment will follow the provisions outlined in Subsection 4.5 C.

2. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or temporary reduction of work hours, consistent with Article 34.6 E.

3. An employee who is appointed to a different position prior to completing their trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with [Subsection 4.6 B](#), unless adjusted by the appointing authority for time already served in trial service status. In no case, however, will the total trial service period be less than six (6) consecutive months.
4. An employee serving a trial service period may voluntarily revert to their former permanent position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification.
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

5. With five (5) working days' written notice by the Employer, an employee who does not satisfactorily complete their trial service period will be reverted to a funded permanent position in the same agency, that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification.
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the employee being reverted must have the skills and abilities required for the vacant position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

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

6. An employee who has no reversion options or does not revert to the highest classification in which they previously attained permanent status may request that their name be placed on the agency's internal layoff list for positions in job classifications where they had previously attained permanent status.
7. An employee who is separated during their trial service period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

4.7 Internal Movement Within Department of Corrections Only

- A. Prior to certifying candidates in accordance with [Section 4.1](#), the agency will post vacancies for internal transfer candidates for three (3) business days prior to posting externally. An employee's transfer request will be granted to another position within the bargaining unit provided:
 1. The employee holds permanent status in the job classification;
 2. The employee has demonstrated or been assessed to have the position specific skills, abilities and qualifications necessary to perform the duties of the position;
 3. There are no disciplinary action(s) in their personnel file for the past twelve (12) months;
 4. There is no pending disciplinary action or the employee is not under investigation into alleged misconduct;
 5. The employee has not been granted previous internal movement within the past two (2) years;
 6. There are no repeated performance issues being addressed, as documented in the employee's supervisory file;
 7. The appointment will not create a violation of agency policy;
 8. It meets the needs of the work unit.
 9. When posting the vacancy for internal transfer, the posting may include language advising the prospective transfer employee of specific needs and competencies of the position which, if not met, may result in denial of transfer.
- B. Transfer requests under this Sub-article must be made in writing and submitted to the local Human Resources Office. If two (2) or more employees request a transfer

to the same position and they meet the above criteria, the senior employee will be appointed. If an employee is offered a transfer and refuses the offer, the employee will not be allowed to request another transfer for twelve (12) months.

- C. If an employee requests a transfer and does not meet the criteria listed above, the employee may compete for the position.
- D. The offering of a formal layoff option in accordance with [Article 34](#), Layoff and Recall, a trial service reversion option or demotion option, prior to granting a transfer request under this Sub-article, is not a violation of this Sub-article, provided notice is given to the union prior to such actions occurring.
- E. This Section is not subject to the grievance procedure in accordance with [Article 29](#), Grievance Procedure. If an employee requests a transfer and it is denied, the employee may request a review by the Department of Corrections Secretary or designee (Deputy/Assistant Secretary) within twenty-one (21) days from the date the employee was notified in writing that they would not be transferred to the vacant position. The request for review must be filed with the Department of Corrections Labor Relations Office. The Secretary or designee will respond in writing within thirty (30) days of receipt of the request for review.
- F. This Section does not apply to filling positions covered under [Article 3](#), Bid System, non-permanent, on-call, or project positions.

ARTICLE 5

PERFORMANCE EVALUATION

5.1 Objective

- A. The Employer will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.
- B. The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.
- C. To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an evaluation. Such discussions will be documented in the supervisor's file.

5.2 Evaluation Process

- A. Employee work performance will be evaluated prior to the completion of their probationary and trial service periods and at least annually thereafter. Within the Department of Social and Health Services (Behavioral Health Administration and Developmental Disabilities Administration only) and the Department of Veterans Affairs, where shift charges are used, an immediate supervisor, prior to preparing the employee's evaluation will solicit input from the employee's current shift charge. This input will be considered by the supervisor for inclusion in the evaluation. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.
- B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1. Reviewing the employee's performance;
 - 2. Identifying ways the employee may improve their performance;
 - 3. Updating the employee's position description, if necessary;
 - 4. Identifying performance goals and expectations for the next appraisal period; and
 - 5. Identifying employee training and development needs.
- C. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's written signature or electronic acknowledgment of the forms, and any comments by the employee. The evaluation, including employee comments, will be considered by the reviewer. Once completed and signed/acknowledged by the reviewer, a copy will be provided to the employee (with reviewer comments, if any), who may provide responsive comments to be attached to the evaluation. The completed and signed/acknowledged performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file.
- D. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure.
- E. If an employee has been fully exonerated of misconduct in a disciplinary grievance by the Employer or an arbitrator or the Employer determines that allegations of misconduct are false, then references to the misconduct in the performance evaluation will be removed. If the Employer fails to remove the applicable portions of the performance evaluation, the failure to remove those references is subject to the grievance procedure. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory

agency (acting in their regulatory capacity), in the defense of an appeal, legal action or as otherwise required by law.

ARTICLE 6 HOURS OF WORK

[*The provisions of Section 6.15 do not apply to Department of Corrections, see DOC supplemental addendum.](#)

6.1 Definitions

- A. Full-time Employees
Employees who are scheduled to work an average of forty (40) hours per workweek.
- B. Law Enforcement Employees
Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).
- C. Overtime-Eligible Position
An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- D. Overtime-Exempt Position
An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- E. Part-time Employees
Employees who are scheduled to work less than forty (40) hours per workweek.
- F. Shift Employees
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding: Department of Children, Youth, and Families – Juvenile Rehabilitation (DCYF-JR) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek and employees who work at the Military Department – Washington Youth Academy.
- G. Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- H. Work Schedules
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- I. Work Shift
The hours an employee is scheduled to work each workday in a workweek.

1. A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the Appointing Authority or designee. If there is a change in their workweek, employees will be given prior written notification by the Appointing Authority or designee.
2. For the Department of Veterans Affairs, [and DSHS](#) workweeks will normally consist of forty (40) hours in a seven (7) day workweek, which will normally consist of five (5) workdays followed by two (2) consecutive days off or eighty (80) hours in a fourteen (14) day work period.

6.2 Determination

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position, with or without an extended work period, or a shift position. When the Employer determines that an overtime-eligible position is overtime-exempt, the employee will be notified in writing of the determination. The notice will include an attached United States Department of Labor fact sheet of the Fair Labor Standards Act (FLSA) guidelines.

6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will normally include two (2) consecutive scheduled days off. The Employer may adjust the regular work schedule with prior notice to the employee. If the Employer extends an employee's daily work schedule by more than two (2) hours on any given day, the Employer will not adjust another workday or the employee's workweek to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

1. When an employee requests to adjust their hours within the workweek and works no more than forty (40) hours within that workweek; or
2. To those job classifications that have an inherent need for flexibility to adjust their daily work schedules within the regular workweek to accomplish assigned job duties and responsibilities. When adjusting an employee's work schedule, the Employer will consider an employee's preference as long as the agency can meet business and customer service needs and without causing an additional cost to the agency. These classifications are listed in Appendix B.

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. Employees may request alternative work schedules and such requests will be approved by the Employer, except as provided below, subject to business and customer service needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider employees' personal and family needs.

C. Daily Work Shift Changes

The Employer may adjust an overtime-eligible shift employee's daily start and/or end time(s) by two (2) hours.

D. Temporary Schedule Changes

Overtime-eligible employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. With the exception of the job classifications listed in Appendix B, overtime-eligible employees will receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

E. Permanent Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days' written notice of a permanent schedule change, which will include the reason for the schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

F. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies, for highway snow, ice or avalanche removal, fire duty, grain inspection, or extraordinary unforeseen operational needs.

G. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

H. An overtime-eligible employee, including an employee on standby status, will be compensated for all time worked, other than de minimis time, for receiving or responding to work related calls, unless otherwise provided for in this Agreement.

6.4 Overtime-Eligible Law Enforcement Employee Work Schedules

- A. The regular work schedule for full-time overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, will not be more than one hundred and sixty (160) hours in a twenty-eight (28) day period. The Employer may adjust the work schedule with prior notice to the employee.
- B. Park Rangers Not Residing in Park Housing
If the Employer requires a ranger not living in Park housing to work on a scheduled day off, the ranger will be notified of the assignment prior to the ranger's scheduled quitting time on the second work day preceding the scheduled day off. A lack of such notice will constitute callback in accordance with [Article 42.17](#) B.

6.5 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined [except as provided for in Section 6.7A](#).

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of [WAC 296-126-092](#). Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

6.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by [WAC 296-126-092](#). Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined [except as provided for in Section 6.7A](#).

A. Breaks and lunch periods for employees of DES Consolidated Mail Inserting Section working the swing shift in the Inserting Section of the DES Consolidated Mail.

1. Employees will have two (2) thirty (30) minute breaks per workday rather than one (1) thirty (30) minute break and two (2) fifteen (15) minute rest periods. For the purposes of administering the terms of Sections 6.5 and 6.7, the first thirty (30) minute break shall be considered the break and the second thirty (30) minute period shall be considered the rest period.
2. These thirty (30) minute breaks will occur at or as near as possible to 3:00 PM and 6:00 PM.

6.8 Positive Time Reporting – Overtime-Eligible Employees

Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by each agency.

6.9 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the agency for which they work. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards that must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked, except:
 1. Psychologist – Forensic Evaluators and Psychiatric Social Workers working at the Department of Social and Health Services (DSHS) are expected to work as many hours as necessary to accomplish their assignment or fulfill their core responsibilities. However, because DSHS has a unique situation that requires Psychologist-Forensic Evaluators and Psychiatric Social Workers to work hours over and above those necessary to accomplish their assignment and fulfill their core responsibilities, Psychologists – Forensic Evaluators and Psychiatric Social Workers will receive additional straight time pay at their regular rate of pay for working these “extra duty” hours.

“Extra Duty” is defined as work hours assigned by management that are hours over and above those necessary to accomplish the Psychologist – Forensic Evaluator’s and Psychiatric Social Worker’s regular assignment and fulfill their core responsibility. “Extra duty” hours typically include covering hours/shifts not regularly assigned to any other Psychologist – Forensic Evaluator or Psychiatric Social Worker. When seeking to fill the extra duty hours, the Employer retains the right to assign any Psychologist – Forensic Evaluator or Psychiatric Social Worker who has the appropriate skills and abilities required for the extra duty. Management will ask for volunteers for the extra duty, but retains the right to select any Psychologist – Forensic Evaluator or Psychiatric Social Worker for the extra duty regardless of whether there are volunteers or not and retains the right to restrict the number of extra duty assignments that any one employee works.

- D. Overtime-exempt employees’ salary includes straight time for holidays. An overtime-exempt employee whose Employer requires him or her to work on a holiday will be paid at an additional rate of one and one-half (1-1/2) times the employee’s salary for the time worked.
- E. Employees will consult with their supervisors to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with approval of their Appointing Authority or designee, overtime-exempt employees’ will accrue exchange time for extraordinary or excessive hours worked. Such approval will not be arbitrarily withheld. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. When an employee accrues forty (40) hours of exchange time, the employee and the Employer will develop a plan for the employee to use the accrued exchange time in the next ninety (90) days. Exchange time can be used in lieu of sick leave and vacation leave. Exchange time has no cash value and cannot be transferred between agencies.
- F. If they give notification and receive the Employer’s concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

6.10 Military Department – Emergency Management Division

The Employer may send an employee home to rest prior to returning for the night shift to cover an emergency or declared disaster. When this occurs, the rest period will be considered time worked through the end of the employee’s scheduled work shift. No employee will be required to work more than six (6) consecutive days in a seven (7) day period unless the state Emergency Operations Center is at Level 1, Full Activation.

6.11 Department of Transportation – Maintenance Bargaining Unit – Winter Shift and Contingency Schedules

The Employer will establish yearly winter shift and contingency schedules as needed. Within reasonable staff and program considerations, the Employer will accommodate employee shift preference based on Department of Transportation continuous service. It is recognized that in assigning shifts and days off, a balance of experience, skills and abilities may be required.

6.12 Department of Fish and Wildlife – Construction and Maintenance

A. Normal unpaid commute time for employees residing at temporary residences and traveling to temporary work sites, will be thirty (30) minutes. Commute time over thirty (30) minutes will be considered to be work time. This work time will be taken from the end of the work shift to travel back to the temporary residence.

B Subsection A, above, will not apply when:

1. An employee (driver only) begins their mandatory pre-trip safety checks on vehicles requiring the use of a Commercial Driver's License (CDL). This does not apply to department pickups or other non-CDL vehicles used for transportation to and from work sites; and
2. When the nearest temporary residence is beyond thirty (30) minutes from the temporary work site, all travel from the temporary residence to the work site and the return to the temporary residence will be considered work time.

6.13 Department of Agriculture – Grain Inspection Program

To provide inspection and weighing services for grain being loaded onto export vessels, the Employer may establish and staff both emergency and overtime shifts using key position staffing, with a minimum of three (3) permanent employees licensed to perform key duties, any combination of inspectors, protein operators, and grain sampler-weighers. The minimum of three (3) permanent employees does not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a minimum of two (2) permanent employees. The remaining positions on such shifts may be staffed with non-permanent employees.

6.14 Department of Transportation – Commercial Driver's License (CDL) Required Positions

A. The Employer will not require an employee utilizing their CDL to work more than fifteen (15) consecutive hours without providing a rest period of at least eight (8) consecutive hours.

B. Employees utilizing their CDL to work fifteen (15) consecutive hours will be required to take an eight (8) consecutive hour rest period before resuming the next duty period. The employee will suffer no loss of regular straight time hourly earnings for any time missed during that rest period that otherwise would have been part of their regularly scheduled shift. Employees will not be eligible for any other work assignment, including an overtime assignment or work shift, during the required (8) hour rest period.

*The provisions of this Section 6.15 do not apply to Department of Corrections, see DOC addendum.

6.15 Shift Exchange —~~Department of Corrections~~— Work Release Facilities (WR) and Military Department – Youth Academy

Overtime-eligible employees employed at WR or the Youth Academy who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

- A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.
- B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.
- C. Requested shift exchanges will be considered on a case-by-case basis.
- D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.
- E. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.
- F. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.

6.16 Department of Ecology – Spill Response Team

Employees working on the spill response team who work sixteen (16) hours in a twenty-four (24) hour period will be required to take eight (8) hours off for rest before resuming the next duty period. The employee will suffer no loss of regular straight-time hourly earnings for any time missed up to six (6) hours during that rest period that otherwise would have been part of their regularly scheduled shift. Employees will not be eligible for any other work assignment, including an overtime assignment or work shift, that begins during the required eight (8) hour rest period.

6.17 Shift Exchange—Department of Social and Health Services (DSHS) and Department of Children, Youth and Families (DCYF)

Overtime-eligible shift employees employed by DSHS at Eastern and Western State Hospitals, Child Study and Treatment Center, Special Commitment Center, Lakeland

Village, Rainier School, Yakima Valley School, Fircrest School, and employees employed by DCYF at Greenhill School, Echo Glen Children's Center and Naselle Youth Camp who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

- A. Requests for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.
- B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) workweek. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate appointing authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.
- C. Requested shift exchanges will be considered on a case-by-case basis.
- D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.
- E. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.
- F. An employee will not receive shift premium pay under [Article 42.19](#), Shift Premium, solely as a result of a shift exchange. Each employee will be considered to have worked their regular scheduled work shift for purposes of shift premium pay.
- G. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action or suspension of the ability to exchange shifts in the future.
- H. Mental Health Technicians and Psychiatric Security Attendants may exchange shifts as long as the employees qualify to work in positions for which the employees are requesting shift exchange. Licensed Practical Nurses and Psychiatric Security Nurses may exchange shifts as long as the employees qualify to work in positions for which the employees are requesting shift exchange.
- I. Denials of shift exchanges are not subject to the grievance procedure under [Article 29](#), Grievance Procedure, of the parties' collective bargaining agreement.
- J. Employees working in different classifications as provided in Subsection H. above will be considered to have worked their regular scheduled work shift for purposes of pay in [Article 42.1](#), "GS" Pay Range Assignments.

- K. The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.

6.18 Department of Transportation – Emergency Schedule Change

At the time DOT changes an employee's schedule in accordance with [Article 6.3F](#), Emergency Schedule Changes, it will notify the employee that the change is an emergency schedule change. DOT will also provide the employee written notice that the schedule change is in accordance with [Article 6.3 F](#), Emergency Schedule Changes. The written notice will be provided after the schedule change.

ARTICLE 7 OVERTIME

7.1 Definitions

A. Overtime

Overtime is defined as time that a full-time overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees).
2. Works in excess of their scheduled work shift and:
 - a. The employee is a shift employee, or
 - b. The employee works in the Maintenance Bargaining Unit within the Washington State Department of Transportation, or;
 - c. The employee works within the Fruit/Vegetable Inspection Bargaining Unit or the Grain Inspection Bargaining Unit within the Washington State Department of Agriculture and does inspections.
3. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period.
4. Works while on fire duty as specifically defined in [Article 42](#), Compensation.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time outside the employee's normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.
3. Vacation leave
4. Sick Leave
5. Compensatory time
6. Holidays
7. Any other paid time not listed below.

D. Work does not include:

1. Shared leave
2. Leave without pay
3. Additional compensation for time worked on a holiday.
4. Time compensated as standby, callback, or any other penalty pay.

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

- A. Full-time overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. A part-time overtime-eligible employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
- B. Full-time overtime-eligible shift employees who have prior approval and work more than their scheduled shift will be compensated at the overtime rate. A part-time overtime-eligible shift employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
- C. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one hundred and sixty (160) hours in a twenty-eight (28) day period will be compensated at the overtime rate.
- D. Overtime-eligible employees who have prior approval and work overtime as specifically defined in [Article 42](#), Compensation.

7.3 Overtime Computation

Computation of overtime will be rounded upward to the nearest one-tenth (1/10th) of an hour.

7.4 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number of employees, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently on duty. Except as provided in [Section 7.8](#), in the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime. The Employer will not require any individual employee to work four (4) or more hours of involuntary overtime on more than three consecutive days unless urgent conditions exist.
- B. If an employee was not offered overtime for which they were qualified, the employee will be offered the next available overtime opportunity for which they are qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

7.5 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility
The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time
Employees may accumulate no more than the maximum number of hours of compensatory time allowed under the federal Fair Labor Standards Act.
- C. Compensatory Time Use
Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave.
- D. Compensatory Time Cash Out
 1. Overtime-Eligible Employees – (Excluding Center for [Childhood Deafness](#) and ~~Hard of Hearing Youth~~ [Hearing loss](#), Washington State School for the Blind, [Department of Agriculture](#), Department of Corrections and Department of Transportation Employees)
All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee:
 - a. Leaves state service for any reason,
 - b. Transfers to a position in their agency with different funding sources, or

c. Transfers to another state agency.

2. Overtime-Eligible Employees – Department of Transportation

All compensatory time must be used by June 30th of each biennium. If compensatory time balances are not scheduled to be used by the employee by April of the end of the biennium, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30th of each biennium or when the employee:

a. Leaves state service for any reason,

b. Transfers to a position in their agency with different funding sources, or

c. Transfers to another state agency.

E. Voluntary Cash Out

a2. Overtime Eligible Employees – Center for Deaf and Hard of Hearing Youth and Washington State School for the Blind

Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out on June 30th at the end of every biennium or when the employee:-

a. Leaves state service for any reason,

b. Transfers to a position in their agency with different funding sources, or

c. Transfers to another state agency.

~~3. Overtime-Eligible Employees – Department of Corrections~~

~~Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium.~~

b4. Overtime-Eligible Employees – Department of Agriculture

Compensatory time may be voluntarily cashed out at any time except during the month of February. If compensatory time balances are not scheduled to be used by the employee by June 30th of each year, the supervisor or manager will contact the employee to review their schedule. An employee may carry over twenty (20) hours from the first year of any biennium to the next year. In addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium or when the employee:

a. Leaves state service for any reason,

b. Transfers to a position in their agency with different funding sources, or

c. Transfers to another state agency.

~~5. Overtime-Eligible Employees – Department of Transportation~~

~~All compensatory time must be used by June 30th of each biennium. If compensatory time balances are not scheduled to be used by the employee by April of the end of the biennium, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30th of each biennium or when the employee:~~

~~a. Leaves state service for any reason,~~

~~b. Transfers to a position in their agency with different funding sources, or~~

~~c. Transfers to another state agency.~~

7.6 Department of Agriculture – Grain Inspection Program

- A. Any employee who works a double shift or returns from an emergency shift to their permanent shift, will be required to take (8) hours off for rest after such shifts. The employee will suffer no loss of regular straight-time hourly earnings for any time missed during that rest period that otherwise would have been part of their regularly scheduled shift. Such employees will not be eligible for any overtime assignment or shift commencing during the eight (8) hour rest period.
- B. Shift extensions, early starts and occasions when lunch periods require overtime will be first offered to available employee(s) having the ability to perform the work and the lowest amount of overtime hours, who are on shift at the facility where the overtime occurs. The Employer will maintain an overtime tracking sheet which will be updated weekly and reset the first Wednesday of each quarter. For shift extensions in offices with multiple sites, employees having the lowest amount of overtime hours at any other site(s) serviced by that grain inspection office will be offered the opportunity to work the extension if they can complete their regular shift and travel to the extending site by the time the extension begins. Time traveled outside of scheduled shifts will not be paid time. If there still is not enough staff, employees on site may be required to work. Employees with less than forty (40) hours accumulated overtime in a month at the start of the shift may be required to work and will complete the shift or extension. Employees will finish any assignments for which they volunteer.
- C. The Employer will not require employees to work in excess of twenty (20) continuous hours of regular time and overtime.
- D. Those employees who do not desire to work overtime will not be required to do so beyond forty (40) cumulative hours each month, except as provided in Subsection 7.6 E, below. However, at export shipping operations scheduled on a regular Monday through Friday basis, when staff is required on weekends to provide inspection and weighing services for grain being loaded onto export vessels, a minimum of three (3) permanent employees licensed to perform key duties, (any combination of inspectors, protein operators, and grain sampler-weighers), will be

offered the work before on-call employees are used. The minimum of three (3) permanent employees does not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a minimum of two (2) permanent employees.

- E. An employee with more than forty (40) hours of accumulated overtime in a month may be required to extend a current shift for not more than four (4) hours in order to assure service delivery not more than once per month. However, hours that an employee is required to work under this paragraph will be credited to the employee's forty (40) hour limit in the following month.

F. An employee working within the Grain Program with less than forty (40) hours accumulated overtime in a month may be excused from an involuntary overtime assignment once per month; provided the excused overtime assignment does not interrupt service delivery and employees possessing the required skills and abilities of the excused position(s) are available.

7.7 Department of Transportation (DOT)

- A. Overtime opportunities will be offered whenever and wherever possible on a straight rotational basis. Each superintendent or equivalent and employees will confer and mutually determine, for normal areas of responsibility, the employees on a specific rotation list(s). Employees will be placed on a rotation list in order of continuous DOT service. The rotation list will be kept current and posted in each facility. The Employer and employees will share the responsibility for keeping the list(s) current.
- B. Overtime will be offered first to all bargaining unit employees on the rotation list, then to any qualified employee. Documented attempts to contact an employee constitutes an offer. Overtime will be offered to employees who are qualified to do the work, regardless of classification. Overtime that extends a shift will be offered first to qualified employees on that shift and preferably, to the employee(s) currently performing the work. Shift extensions do not count as an overtime opportunity.
- C. The parties recognize and agree that in cases of operational necessity, public safety, and/or efficient delivery of public services, that it may be necessary for the Employer to deviate from the straight rotation process.
- D. In the event the Employer deviates from the straight rotation process, the Employer will explain to affected employees the reason for the deviation. The Employer will also take necessary actions to correct missed opportunities by skipping in the next rotation those employees who were called out-of-sequence.
- E. Bargaining unit supervisors and/or designees, making or receiving work-related calls at home, will be compensated for a minimum of one-half (1/2) hour for the time worked. Callback is not authorized for this work.

7.8 Department of Corrections, Department of Social and Health Services, Department of Children, Youth, and Families, and Department of Veterans Affairs Institutions – Overtime-eligible shift employees employed at a Department of Corrections ~~Work Release Facility~~ Re-entry Centers, or at an institution within the Department of Social and Health Services, or within an institution or community facility at the Department of Children, Youth, and Families, or the Department of Veterans Affairs

When involuntary overtime is required, it will be assigned to employees on duty in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e. the employee with the greatest seniority has worked their required overtime. The updated inverse order list for involuntary overtime shall be provided at least once each day and posted on each facility's on-line portal or an easily accessible location.

- A. An employee who volunteers and works an overtime shift prior to an involuntary overtime assignment will have their name removed from the overtime rotation for that cycle.
- B. An employee may be excused from an involuntary overtime assignment ~~twice per one (1) time per quarter month~~. An excuse from involuntary overtime is for the following shift regardless if the involuntary overtime list has been reestablished.
- C. An employee will not be required to work an involuntary overtime after working a regular shift prior to an approved vacation leave day.
- D. Once confirmed, an employee who is required to work an involuntary overtime will be notified as soon as possible.
- E. The employer will not require any individual employee to work more than two (2) consecutive days of involuntary overtime unless emergent conditions exist as determined by the Appointing Authority or designee. A day of overtime will be considered four (4) hours or more.

An employee who is excused from working overtime under Subsection 7.8 B or 7.8 C above will be the first to be called when an involuntary overtime assignment is required and the employee is on a scheduled workday.

7.9 Department of Corrections Work Release Facilities (WR) – Voluntary Overtime Correctional Officers and Sergeants employed at WR:

When the Employer determines that overtime is necessary at WR, the Employer will identify the number of positions requiring overtime, the duration of such overtime, and the qualifications, skills and abilities of the employees required to perform the work. Overtime will be assigned as voluntary pre-scheduled, voluntary unscheduled (daily) or involuntary.

- A. Voluntary Pre-Scheduled Overtime:
The agency will maintain a list of all Correctional Officers and Sergeants in order of seniority. Correctional Officers and Sergeants will have the opportunity to sign up by day and shift for possible overtime opportunities. Voluntary prescheduled

overtime will be assigned on Monday for all known overtime opportunities for the week beginning the following Monday. If Monday is a holiday, the prescheduled overtime assignments will be made on the next regular work day. Assignment to pre-scheduled overtime will begin at the top of the list of volunteers and proceed down in order of seniority except as outlined below:

1. Employees who do not meet the qualifications, skills and abilities for the position requiring the overtime will not lose their place in order on the list.
2. When an employee accepts or declines a pre-scheduled overtime assignment, it will be noted on the list, and they will not be eligible until a new cycle begins.
3. When the Employer is unable to reach an employee, the employee will not lose their place in order on the list. Telephone calls placed to employees who are off duty will not be considered as time worked.

A new cycle begins when any of the following occurs:

4. The beginning of each odd numbered month (January, March, May etc.); or
5. There are no qualified volunteers on the list; or
6. All volunteers on the list have either accepted or declined the opportunity; or
7. The remaining volunteers cannot be contacted.

B. Voluntary Unscheduled Overtime:

The Employer will ask for volunteers among employees on shift in the order of seniority. If there are insufficient volunteers, management may assign involuntary overtime in accordance with [Section 7.8](#).

7.10 Department of Social and Health Services and the Department of Children, Youth, and Families – Institutions and State Operated Living Alternative (SOLA)

Each institution, [community facility](#) and SOLA will meet and negotiate a process for distribution of overtime.

7.11 Washington State Patrol

Any employee who works beyond their regularly scheduled shift as part of the Crime Scene Response Team (CSRT), will work with their supervisor to determine an appropriate rest period. The employee will suffer no loss of regular straight-time hourly earnings for any time missed during the approved rest period that would have been part of their regularly scheduled shift.

If a CSRT employee works beyond their regularly scheduled shift and is required to testify in court during the employee's next regularly scheduled shift, the employee will be

required to appear in court. At the conclusion of their testimony the employee will work with their supervisor to organize a rest period if the employee deems it necessary.

If a rest period is taken, the employee will not be eligible for any overtime assignment or shift commencing during the agreed upon rest period.

The provisions of [Article 7](#) – Overtime will apply.

ARTICLE 8

TRAINING AND EMPLOYEE DEVELOPMENT

- 8.1** The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties.
- A. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.
 - B. The Department of Social and Health Services and the Department of Children, Youth, and Families will make reasonable attempts to schedule Employer-required training during the employee's regular work shift.
- 8.2** Attendance at agency-required training will be considered time worked including travel in accordance with [Subsection 7.1 \(C\)\(2\)](#).
- 8.3 Master Agreement Training**
- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
 - B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than one (1) work day, up to ten (10) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.
- 8.4 Tuition Reimbursement**
- A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.
 - B. Agencies will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.
 - C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.

- D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed. When payment is not made by the approving agency the gaining agency may, at its option, reimburse the employee.

8.5 Education and Training Requests

All education and training requests will be approved or disapproved within thirty (30) calendar days from the submission of a properly completed request. If a request is denied, the Employer will provide a reason for the denial to the employee. Upon request, the Employer will provide the reason for the denial in writing.

8.6 Training Records

- A. Employees may request a copy of their training record. The Employer will provide either a hard copy or electronic access to their training record. If an employee provides documentation to the Employer of work-related training it will be recorded in the training record or the employee personnel file.
- B. At the time of permanent layoff employees will be provided an opportunity to submit documentation of successfully completed training to be considered.

8.7 Apprenticeship Programs

- A. The Employer will continue to participate in apprenticeship programs in accordance with the rules of the Joint Apprenticeship Training Council and establishments, modifications, or abolishments to the operation of the programs may be made pursuant to the Council's guidelines or rules.
- B. An employee who accepts a position within the apprenticeship program will be required to successfully complete the entire apprenticeship program before attaining permanent status.
- C. At least fourteen (14) calendar days prior to entering into an apprenticeship program, the employee must notify their appointing authority of the intent to accept an appointment into an apprenticeship program. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list. For those employees who do not have return rights to the agency, the provisions of Subsection 8.7 D, below apply.
- D. An apprenticeship appointment may be terminated by either the employee or Employer with five (5) working days notice. 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 circumstance will notice deficiencies result in an employee gaining status in the apprenticeship program.

1. An employee serving an apprenticeship may voluntarily revert to their former position within fifteen (15) days of the apprenticeship appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving in an apprenticeship appointment may voluntarily revert at anytime to a funded permanent position in the same agency that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification.
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both Subsections 8.7 (D)(1)(a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

2. If an apprenticeship appointment ends by the Employer, the employee may revert to a funded permanent position in the same agency that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification.
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The option, if any, will be determined by the Employer using the order listed above. In both Subsections 8.7 (D)(2)(a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the option will be within a reasonable commuting distance for the employee.

3. An employee who has no reversion options or does not revert to the highest classification in which they previously attained permanent status may request that their name be placed on the agency's internal layoff list for positions in job classifications where they previously attained permanent status. The separation of an employee during their apprenticeship appointment will not be subject to the grievance procedure in [Article 29](#), Grievance Procedure.

8.8 Developmental Job Assignments

- A. Employers may make the following planned training assignments for employee career development without incurring reallocation or compensation obligations:

1. Performance of responsibilities outside the current job class on a time-limited basis.
 2. Intra-agency rotational or special project assignments.
- B. The Employer and the employee must agree in writing to the assignment in advance, including time limits, which will not exceed more than twelve (12) months. If an employee's request for a developmental job assignment is denied, an explanation will be provided to the employee. The decision is final and is not subject to [Article 29](#), Grievance Procedure.
- C. The Employer may not fill a vacant position as a developmental job assignment.

8.9 Parks and Recreation Commission

The agency will provide a minimum of fifty (50) hours of law enforcement training per year for armed park rangers and forty (40) hours for unarmed park rangers with twenty-four (24) hours delivered at an annual in-service training. In the event that the Employer decides to change the format of the training from in-service to an alternative, it will meet and negotiate with the Union.

8.10 Department of Licensing – Driver Services Hearings and Interview Unit

The Driver Services Hearings and Interviews Unit will continue to apply for continuing legal education credits with the Washington State Bar Association for agency sponsored programs.

8.11 Workplace Safety Training

The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

ARTICLE 9

LICENSURE, ~~AND~~ CERTIFICATION AND ESSENTIAL FUNCTIONS

- 9.1 The Employer and the Union recognize the necessity for bargaining unit employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position.
- 9.2 Except as provided for in this Agreement, agencies will follow their policies and/or practices related to licensure and certification.
- 9.3 Employees will notify their Appointing Authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.
- 9.4 Employees may request education and/or training to maintain their licenses and/or certifications in accordance with [Article 8](#), Training and Employee Development.

9.5 Licensed Practical Nurses and Psychiatric Security Nurses at the Department of Social and Health Services will receive up to one thousand dollars (\$1,000) per fiscal year in tuition reimbursement for completion of Registered Nurse course work through an accredited educational institution.

9.6 Employees required to maintain a CDL License shall have the cost of renewals reimbursed by the employer after receipt of proof of payment (this may be a copy of the license, if the amount paid is shown on the license, or a receipt showing payment by the employee).

9.76 Department of Ecology – Transportation Workers’ Identification Cards (TWIC)

- A. Ecology will determine which positions require a TWIC.
- B. For employees required by Ecology to obtain/maintain a TWIC, the Employer will reimburse employees for the cost to obtain and renew the TWIC. If an employee separates from employment prior to the expirations date of the reimbursed TWIC, the Employer may deduct the prorated cost of reimbursement from the employee’s final pay check.
- C. The Employer will provide a reasonable amount of work time during regular work hours for employees to maintain/renew their TWIC. However, employees are expected to flex/adjust their work schedules to avoid the accrual of overtime. No overtime is authorized for employee’s travel associated with TWIC enrollment and/or renewal.
- D. Employees are authorized to use Ecology vehicles for travel to TSA TWIC Enrollment Centers. Ecology will not reimburse for the use of a personal vehicle.
- E. For employees who are not required to obtain/maintain a TWIC, but elect to do so, the employee will be responsible for any travel, expenses, and fees. Additionally, time required to obtain/maintain a TWIC will not be considered work time.

9.8 Employees who fail to maintain required licensure and/or certification to perform the duties of their assigned position and/or to meet the qualifications in order to perform the essential functions of their position may be subject to demotion, reassignment or a non-disciplinary separation.

ARTICLE 10 HOLIDAYS

10.1 Paid Holidays

Employees will be provided the following paid nonworking holidays per year:

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday immediately following the fourth Thursday in November
Christmas Day	December 25

10.2 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Full-time employees will be paid at a straight-time rate for hours they are scheduled to work on that day even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 7](#), Overtime.
- C. For full-time employees with a Monday-through-Friday work schedule:
 - 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
 - 2. When a holiday falls on a Sunday, the following Monday will be the holiday.
- D. For full-time employees who do not have a Monday-through-Friday work schedule:
 - 1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
 - 2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.
 - 3. An employee may request an alternate day off as their holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.
- E. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the agency. It will start either at:
 - 1. The beginning of the scheduled night shift that begins on the calendar holiday; or
 - 2. The beginning of the shift that precedes the calendar holiday.

The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

- F. Part-time employees who begin employment before and remain employed after the holiday will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. Full-time employees who are employed before the holiday and are in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday. Employees who resign or are dismissed or separated before a holiday will not be compensated for holidays occurring after the effective date of resignation, dismissal or separation.
- H. The holiday work schedules for overtime-eligible shift employees, employed at 24/7 facilities will be posted seven (7) calendar days prior to the holiday. Changes to the schedule will be updated and posted as known.

10.3 Personal Holidays

An employee may select one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be continuously employed by the state for at least four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday, provided:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon an earlier date, and
 - 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave, in accordance with [Article 14](#), Shared Leave. Any portion of a personal holiday that remains or is returned to the employee, will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.
- H. Upon request, an employee will be approved to use part or all of their personal holiday for:
1. The care of family members as required by the Family Care Act, [WAC 296-130](#);
 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 18.14](#); Military Family Leave or
 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to request and approval as described in [Subsections 10.3](#) B, C, and D above.

ARTICLE 11 VACATION LEAVE

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

11.2 Vacation Leave Credits

Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

11.3 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in [Section 11.4](#), below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)

During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

11.5 Vacation Scheduling for 24/7 Operations (Excluding the School for the Blind, Center for Deaf and Hard of Hearing Youth; and Department of Corrections)

- A. Employees, except for LPN's working at Yakima Valley School, who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. LPN's who work at Yakima Valley School may submit in writing to their supervisor their preferences for different segments of vacation for the period May 1st of the current year through the end of April of the next year. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.
- B. Employees will not be granted more than four (4) segments during the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A "segment" is three (3) or more contiguous days of vacation leave except that the denial of one (1) or more days within a requested segment shall not result in the remaining approved days counting as more than one (1) segment. Should any portion of a segment that was originally denied due to the business needs or work requirements become available, it will first be awarded by seniority to those who were originally denied.
- C. In addition to vacation leave approved in Subsection 11.5 B above, employees may request vacation leave at any time on a first come, first served basis. Approval of

supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

D. Employee Initiated Cancellations

Employee requested cancellations of any portion of an approved scheduled vacation segment must be submitted in writing no later than fourteen (14) calendar days in advance of their scheduled vacation. The request is subject to approval by the Employer.

11.6 Department of Corrections Work Release Facilities – Vacation Scheduling

A. Employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. Such requests must be submitted no later than February 1st. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

B. Employees will be granted no more than four (4) segments during the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A “segment” is three (3) or more contiguous days of vacation leave.

C. In addition to vacation leave approved in Subsection 11.6 B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

D. Employee Initiated Cancellations

1. Employee requested cancellations of any portion of an approved scheduled vacation segment must be submitted in writing no later than fourteen (14) calendar days in advance of their scheduled vacation. The request is subject to approval by the Employer.

2. The Employer will post the newly available vacation segment for seven (7) calendar days to allow employees to express written interest in the segment. If two (2) or more employees express an interest in the vacation segment, it will be awarded to the most senior employee.

11.7 Vacation Scheduling for All Employees

A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments.

B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.

- C. Except as provided for in Sections [11.5](#) and [11.6](#), the Employer will respond to employee vacation leave requests as soon as possible but, no later than ten (10) calendar days from the date of the request. If the Employer fails to respond within ten (10) calendar days, the employee may notify the local Human Resources Office.
- D. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.
- E. Employees will not request or be authorized to take scheduled vacation leave if they would not have sufficient vacation leave credits to cover the absence at the time the leave would commence.
- F. When two (2) or more employees submit a request on the same day for the same vacation days off, if the Employer approves leave, it will be based on seniority. The Employer will consider the required skills and abilities needed to meet business needs. Previously approved leave will not be cancelled in order to grant leave to a senior employee.

11.8 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, [WAC 296-130](#).

11.9 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Section 18.14](#), Military Family Leave.

11.10 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

11.11 Vacation Cancellation – Employer Initiated

Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In addition, in those cases where an employee will not have sufficient vacation leave to cover the absence at the time it is scheduled to commence, the Employer may cancel the approved vacation or authorize leave without pay.

11.12 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with [RCW 43.01.040](#) (currently two hundred-forty (240) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum (currently two hundred-forty (240) hours), the Employer shall grant an extension for each month that the Employer defers the employee's request for vacation leave.

- B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred-forty (240) hours) as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

11.13 Separation

Any employee who has been employed for at least six (6) continuous months will be entitled to payment for vacation leave credits when they:

- A. Resign with adequate notice,
- B. Retire,
- C. Are laid-off, or
- D. Are terminated by the Employer.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 12 SICK LEAVE

12.1 Sick Leave Accrual

A full-time employee will accrue eight (8) hours of sick leave after they have been in pay status for eighty (80) non-overtime hours in a calendar month. Full-time employees in overtime-eligible positions who are in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees will accrue sick leave in an amount proportionate to the number of hours they are in pay status in the month, up to a maximum of eight (8) hours in a month.

12.2 Sick Leave Use

Sick leave will be charged in one-tenth (1/10th) of an hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).
- B. Care of family members as allowed under [RCW 49.46.210](#) and as required by the Family Care Act, [WAC 296-130](#). Family member is defined to include:
 - 1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;

2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. Spouse;
 4. Registered domestic partner as defined by [RCW 26.60](#);
 5. Grandparent;
 6. Grandchild; or
 7. Sibling
- C. Qualifying absences for Family and Medical Leave ([Article 15](#)).
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. When an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined in [WAC 296-128-600](#) (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.
- F. Preventative health care appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. A household member is defined as persons who reside in the same household who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.
- G. To attend a medically-related interdisciplinary meeting necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
- H. When an employee is absent from work to be with member(s) of the employee's household who experience an illness or injury.
- I. Sick leave use for bereavement is limited to five (5) days, or more, if approved by the Employer. This applies to the family member list as identified in Subsection 12.2 B and also the relative list as identified in [Subsection 17.7](#) F and below.

A relative is defined to include: aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.

- J. Leave for Family Military Leave as required by [RCW 49.77](#) and in accordance with [Section 18.14](#), Military Family Leave.
- K. Leave for Domestic Violence Leave as required by [RCW 49.76](#).

12.3 Use of Compensatory Time, Exchange Time, Vacation Leave, Personal Leave Day or Personal Holiday for Sick Leave Purposes

The Employer will allow an employee to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, personal leave day, or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, personal leave day or vacation leave requests for sick leave purposes will indicate that the compensatory time, exchange time, personal holiday, personal leave day or vacation leave is being requested in lieu of sick leave. For full-time employees a personal holiday or personal leave day must be used in full shift increments. For part-time employees the use of a personal holiday for sick leave purposes will be calculated in accordance with [Subsection 10.3 E](#) and the use of a personal leave day for sick leave purposes will be calculated in accordance with [Subsection 17.9 D](#).

12.4 Restoration of Vacation Leave

When a condition listed in [Subsection 12.2 A](#), arises while the employee is on vacation leave, the employee will be granted accrued sick leave, in lieu of the approved vacation leave, provided that the employee requests such leave within fourteen (14) calendar days of their return to work. The equivalent amount of vacation leave will be restored. The supervisor may require a written medical certificate.

12.5 Sick Leave Reporting, Certification and Verification

- A. An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise.
- B. Call in for all Employees in a Position Requiring Relief, excluding the Special Commitment Center
If the employee is in a position where a relief replacement is necessary, the employee will make every effort to notify their supervisor as soon as practicable but, not less than one and one-half (1-1/2) hours prior to their scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave Law, [RCW 49.76](#)).
- C. Call in for all Special Commitment Center Employees in a Position Requiring Relief
If the employee is in a position where a relief replacement is necessary, the employee will make every effort to notify their supervisor as soon as practicable but, not less than two (2) hours prior to their scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave law).

D. Sick Leave Abuse

When the Employer suspects sick leave abuse and notifies the employee, they will be given reasons for that suspicion and may be required to provide a written medical certificate for any sick leave absence. The Employer will not require continuous medical verification for longer than seven (7) months as a result of the Employer suspecting abuse.

The Employer will not adopt or enforce any policy that counts the use of sick leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is sick leave used in accordance with the terms and conditions of this Agreement and Agency Policy. The Employer will not discriminate or retaliate against an employee for the use of paid sick leave.

- E. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

If medical certification or verification is required for employees in overtime-eligible positions, it shall be in accordance with the provisions of [RCW 49.46.210](#), [WAC 296-128](#), and this Agreement.

12.6 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from one state agency to another, regardless of status, the employee's accrued sick leave will be transferred to the new agency for the employee's use.

12.7 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred-eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred-eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

12.8 Sick Leave Cash Out for Retirement or Death

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for their total sick leave balance on a one (1) hour for

four (4) hours basis. For the purposes of this Section, retirement will not include “vested out of service” employees who leave funds on deposit with the retirement system.

12.9 Reemployment

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

ARTICLE 13

VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATION

In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employees’ Beneficiary Association (tax-free medical spending accounts) funded by the retiree’s sick leave cash out. Voluntary Employees’ Beneficiary Association of employees covered by this Agreement will be implemented only by written agreement with the Union.

ARTICLE 14

SHARED LEAVE

14.1 A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:

1. Called to service in the uniformed services;
2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
3. A victim of domestic violence, sexual assault, or stalking; or
4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.
5. Sick or temporarily disabled because of pregnancy disability; or
6. Taking parental leave to bond with their newborn, adoptive or foster child.
7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.3005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.

- B. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday.
- C. For purposes of the state leave sharing program, the following definitions apply:
1. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW 26.50.010](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.
 2. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
 3. Employee’s “family member” is defined to include:
 - a. Child, including biological, adopted, or foster child, stepchild, grandchild, or [any](#) child for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
 - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. Spouse;
 - d. Registered domestic partner as defined by [RCW 26.60](#);
 - e. Grandparent; [or](#)
 - ~~f. Grandchild; or~~
 - [g.f.](#) Sibling.
 4. “Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
 5. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty

including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

6. “Severe” or “extraordinary” condition is defined as serious or extreme and/or life threatening.
7. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
8. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
9. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
10. “Victim” means a person against whom domestic violence, sexual assault, or stalking has been committed against as defined in this Section.
11. “Parental leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care. Parental leave must be used within sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provided the parental leave is used within the first year of the child’s life.
12. “Pregnancy disability” means a pregnancy-related medical condition or miscarriage.

14.2 An employee may be eligible to receive shared leave under the following conditions:

- A. The employee’s agency head or designee determines that the employee meets the criteria described in this Section.
- B. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Subsections 14.3 (A)(1), (A)(4), or (A)(5).
- C. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 14.3 (A)(2).
- D. A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 14.3 (A)(3).

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

14.3 An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:

A. The receiving employee:

1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. Has been called to service in the uniformed services; or
3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
4. Is a victim of domestic violence, sexual assault, or stalking; or
5. Is taking parental leave and/or pregnancy disability leave.
6. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
7. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.

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

1. Go on leave without pay status; or
2. Terminate state employment.

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

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

1. Vacation leave, sick leave, compensatory time, ~~and~~ personal holiday and personal leave day reserves if the employee qualifies under Subsection 14.3 (A)(1). The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave;
 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 14.3 (A)(2). The employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty hours of vacation leave and forty hours of military leave;
 3. Vacation leave, ~~and~~ personal holiday, personal leave day and compensatory time if the employee qualifies under Subsection 14.3 (A)(3) or 14.3 (A)(4). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or
 4. Vacation leave, sick leave, personal holiday, personal leave day and compensatory time if the employee qualifies under Subsection 14.3 (A)(5). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or
 5. Vacation leave, sick leave, and compensatory time if the employee qualifies under Subsection 14.3 (A)(6) or 14.3 (A)(7). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave, and forty (40) hours of sick leave.
- E. The agency head or designee permits the leave to be shared with an eligible employee.
- F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
- G. Employees may donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
- H. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- 14.4** The agency head or designee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred

twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.

- 14.5** A. The agency head or designee will require the employee to submit, prior to approval or disapproval:
1. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 14.3 (A)(1);
 2. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 14.3 (A)(2);
 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 14.3 (A)(3);
 4. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 14.3 (A)(4); or
 5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 14.3 (A)(5).
- B. To the extent allowed by law, the agency will maintain the confidentiality of the verifying information unless disclosure is authorized in writing by the employee.
- C. The agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.
- D. Once approved, and with authorization from the requesting employee, agencies will post and/or distribute shared leave requests. If an employee's shared leave needs are unmet, and upon request from the requesting employee, shared leave requests will be distributed at least monthly.
- 14.6** Any donated leave may only be used by the recipient for the purposes specified in this Article.

- 14.7 The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.
- 14.8 A. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.
- B. Shared leave may be used intermittently or on nonconsecutive days so long as the leave has not been returned under Section 14.9 of this Article.
- 14.9 A. Any shared leave no longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the agency head or designee will be returned to the donor(s).
- B. Unused leave approved for an employee that suffers form an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature may not be returned until the conditions in RCW 41.04.665(10)(a)(i) or (ii) are met ~~one of the following occurs:~~
- ~~1. The agency heads or designees receives a statement from the employee's doctor verifying the injury or illness is resolved, or~~
 - ~~2. The employee is released to full time employment, has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months, and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.~~
- C. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation. The Employer will return the leave to the original donor in a timely manner and provide that employee an opportunity to use the returned leave in accordance with the leave provisions contained in this collective bargaining agreement.
- 14.10 If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the agency head or designee must approve a new shared leave request for the employee.
- 14.11 All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
- 14.12 The agency will maintain records that contain sufficient information to provide for legislative review.

- 14.13** An employee who uses leave that is transferred under this Article will not be required to repay the value of the leave that they used.

ARTICLE 15

FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY DISABILITY LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

With the exception of Section 15.4, definitions used in this Article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

15.1 Federal Family and Medical Leave Act of 1993 (FMLA)

- A. Consistent with the FMLA and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of Family Medical Leave (FML) in a twelve (12) month period for one or more of the following reasons 1 through 4:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
 3. FML to care for a spouse, son, daughter, parent, ~~or state-registered domestic partner as defined by RCW 26.60.020 and 26.60.030,~~ who suffers from a serious health condition that requires on-site care or supervision by the employee. ~~Because the FMLA does not recognize state-registered domestic partners, an absence to care for an employee's state-registered domestic partner will not be counted towards the twelve (12) workweeks of FML.~~
 4. FML for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
 5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

- B. Entitlement to FML for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off or shared leave.
- D. The FML entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FML. Each time an employee takes FML during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.
- E. The Employer will continue the employee's existing Employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by FML. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums.
- F. The Employer has the authority to designate absences that meet the criteria of the FML. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for a FML qualifying event will run concurrently with, not in addition to, the use of the FML for that event. An employee, who meets the eligibility requirements listed in [Section 15.1](#), may request FML run concurrently with absences due to work-related illness or injury covered by workers' compensation, at any time during the absence. Any employee using paid leave for a FML qualifying event must follow the notice and certification requirements relating to FML usage in addition to any notice and certification requirements relating to paid leave.
- G. The Employer may require certification from the employee's, family members, or the covered service member's health care provider for the purpose of qualifying for FML.
- H. The Employer will use forms designated by the United States Department of Labor in the administration of the FMLA.

- I. Personal medical leave or serious health condition leave or serious injury or illness leave covered by FML may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- J. Upon returning to work after the employee's own FML qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.
- K. The employee will provide the Employer with not less than thirty (30) days' notice before FML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

15.2 Parental Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by FML, during the first year after the child's birth or placement. Leave beyond the period covered by FML may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in [Article 29](#), Grievance Procedure.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, exchange time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FML leave for baby bonding purposes.

15.3 Pregnancy Disability Leave

- A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under the FMLA.
- B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, exchange time, shared leave and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

15.4 Washington Paid Family and Medical Leave Program

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) program ([RCW 50A. 04](#)) is in effect and eligibility for and approval for

leave for purposes as described under that Program shall be in accordance [RCW 50A.04](#).

- B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- C. The employee may use sick leave, personal holiday compensatory time, vacation leave, personal leave day or bereavement leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving leave as a supplemental benefit.

ARTICLE 16

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

- 16.1** If the Employer decides that a state office or work location is non-operational or inaccessible, due to severe inclement weather, conditions caused by severe inclement weather, a natural disaster or other emergency circumstances, the following will apply:
- A. Non-emergency employees will be released with no loss of pay during the disruption of services, unless;
 - B. Non-emergency employees are eligible and assigned to telework or are able to be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services; or
 - C. At the discretion of the Employer, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with [Section 34.6](#) of [Article 34](#), Layoff and Recall, of this Agreement.

The Employer will notify employees of any non-operational or in-accessible state offices or work locations via hotlines, websites, and other methods in accordance with agency practice.

- 16.2** If a work location remains fully operational but an employee is unable to physically report to work, ~~or remain at work~~ or telework ~~because of severe inclement weather~~ due to, conditions caused by severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

- A. Any earned compensatory time or previously accumulated exchange time.
- B. Any accrued vacation leave.

- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year.
- D. Leave without pay.

Although the types of paid leave will be used in the order listed above and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay or their personal holiday rather than vacation or sick leave at their request.

Employees who report to work late because of ~~severe inclement weather~~, conditions caused by severe inclement weather or a natural disaster will be allowed up to one (1) hour of paid time (up to two (2) hours for employees who work at the Special Commitment Center [SCC] on McNeil Island). If the Employer suspects abuse, the Appointing Authority may deny an employee up to one (1) hour (or two (2) hours for SCC employees) of paid time.

- 16.3** If the Director or Secretary or designee of an agency determines a state office or work location is non-operational after the work shift has begun, employees will be released for the balance of the day without loss of pay. An employee who was unable to report to work ~~because of severe inclement weather~~, due to conditions caused by severe inclement weather or a natural disaster and is on leave in accordance with Section 16.2 of this Article, will be compensated for the balance of their work shift remaining after the determination that the state office or work location is non-operational and will not be charged leave for that time. An employee who is on approved leave for reasons other than ~~severe inclement weather~~, conditions caused by severe inclement weather or a natural disaster will not have their leave restored.

ARTICLE 17

MISCELLANEOUS PAID LEAVES

- 17.1** Employees will be allowed paid leave, during scheduled work time:
- A. For examinations or interviews for state employment, when approved in advance;
 - B. To receive assessment through the Employee Assistance Program, when approved in advance;
 - C. To serve as a member of a jury, as specifically provided below in [Section 17.4](#);
 - D. To appear in court or administrative hearing, as specifically provided below in [Section 17.5](#);
 - E. For life-giving procedures, blood, platelet and fluid donations when approved in advance;
 - F. For bereavement leave, as specifically provided below in [Section 17.7](#);
 - G. For military leave, as specifically provided below in [Section 17.8](#); or

- H. To serve as a member of the Union collective bargaining team as provided in [Section 39.13](#), Master Agreement Negotiations.

17.2 Examinations/Interviews

When approved, employees will receive paid leave for attendance at examinations or interviews for state employment. Leave may include reasonable travel time.

17.3 Employee Assistance Program

When approved, employees will receive paid leave for up to three (3) visits for assessment through the Employee Assistance Program. Leave may include reasonable travel time.

17.4 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of a jury duty summons and will cooperate in requesting a postponement of service if warranted by business demands. If selected to be on a jury, employee-requested schedule changes will be approved, if possible, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

17.5 Witness/Subpoena

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave, during scheduled work time to appear as a witness in court or administrative hearing, except as provided in [Section 36.6](#), Attendance at Meetings, provided:

- A. The employee has been subpoenaed on the Employer's behalf; or
- B. The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee.

17.6 Life-Giving Procedures, Blood, Platelet and Fluid Donations

- A. When approved, employees will receive paid leave, not to exceed thirty (30) working days in a two (2) year period, for participating in life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required. The Employer may approve additional days through the use of accrued paid leave. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. "Life giving procedure" does not include the donation of blood or plasma. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

- B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood, platelets or fluids, without compensation, to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and the Employer may request written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

17.7 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if their family member or household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, their personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. A family member is defined as:
 - 1. Child, including biological, adopted, or foster child, stepchild, grandchild, or child who the parent stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency;
 - 2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child;
 - 3. Spouse;
 - 4. Registered domestic partner as defined by [RCW 26.60](#);
 - 5. Grandparent;
 - 6. Grandchild; or
 - 7. Sibling
- E. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

- F. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of five (5) days for each calendar year. Additional days may be approved by the Employer. The Employer may deny leave requested under this provision for the holidays specified in [Section 10.1](#), Holidays.

17.8 Military Leave

Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status.

17.9 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than four (4) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal leave may not be carried over from one fiscal year to the next.
- D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Upon request, an employee will be approved to use part or all of their personal leave day for:
1. The care of family members as required by the Family Care Act, [WAC 296-130](#).
 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Section 18.14](#), Military Family Leave; or
 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

ARTICLE 18

LEAVE WITHOUT PAY

18.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave ([Article 15](#));
- B. Compensable work-related injury or illness leave ([Article 19](#));
- C. Military leave;
- D. Volunteer firefighting leave—emergencies;
- E. Family military leave;
- F. Domestic violence leave; and
- G. Leave for a reason of faith or conscience ([Section 18.16](#)).

18.2 Leave without pay may be granted for the following reasons:

- A. Educational leave;
- B. Sabbatical;
- C. Child and elder care emergencies;
- D. Governmental service leave;
- E. Citizen volunteer or community service leave;
- F. Conditions applicable for leave with pay;
- G. Seasonal career employment;
- H. Formal collective bargaining leave;
- I. Volunteer firefighting leave—non-emergencies; and
- J. As otherwise provided for in this Agreement.

18.3 Limitations

Leave without pay will be limited to no more than twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness;
- B. Educational leave;
- C. Governmental service;
- D. Military;
- E. Seasonal career employment leave;
- F. Leave for serious health condition taken under the provisions of [Article 15](#), Family and Medical Leave – Pregnancy Disability Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;
- H. Leave authorized in advance by an Appointing Authority as part of a plan to reasonably accommodate a person of disability;

- I. Leave to participate in union activities;
- J. Volunteer firefighting leave; or
- K. Domestic violence leave.

18.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other Articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

18.5 Military Leave

In addition to twenty-one (21) days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid military leave will be granted in accordance with [RCW 38.40.060](#) and applicable federal law. Employees on military leave will be reinstated as provided in [RCW 73.16](#) and applicable federal law.

18.6 Educational Leave

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

18.7 Sabbatical

Leave without pay may be granted for sabbatical for the purpose of professional employee growth

18.8 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies. In lieu of leave without pay, compensatory time, exchange time or paid leave may also be used for child and elder care emergencies.

18.9 Seasonal Career Employment

Leave without pay may be granted to seasonal career employees during their off-season.

18.10 Governmental Service Leave

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

18.11 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

18.12 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by [RCW 41.80](#).

18.13 Volunteer Firefighting Leave

- A. Leave without pay will be granted for emergencies. Emergencies include when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency. Vacation leave may be substituted for leave without pay for emergencies.
- B. Leave without pay may be granted for non-emergencies. Non-emergencies may include training, inspections and public outreach activities.

18.14 Military Family Leave

Leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#) is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee's spouse or state registered domestic partner will be on leave or of an impending call to active duty.

18.15 Domestic Violence Leave

Leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with [RCW 49.76](#).

18.16 Holidays for a Reason of Faith or Conscience

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

- A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [Chapter 82-56 WAC](#) or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, exchange time, a personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.
- E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

18.17 Requests – Approval and Denial

Requests for leave without pay will be submitted in writing. The Employer will respond to employee leave without pay requests as soon as possible, but no later than fourteen (14) calendar days. At the request of an employee, the reasons for the denial will be provided in writing.

ARTICLE 19 WORK-RELATED INJURY OR ILLNESS

19.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take vacation leave, sick leave, or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave, sick leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

19.2 Assault Benefits

The Employer will follow the provisions of [RCW 72.01.045](#) and agency policy with respect to employees of the Departments of Social and Health Services, Children, Youth, and Families, Natural Resources, and Veterans Affairs who are victims of assault by residents, patients, or juvenile offenders. The Employer will follow the provisions of [RCW 72.09.240](#) and agency policy with respect to employees of the Departments of Corrections and Natural Resources who are victims of assault by offenders. The Employer will follow the provisions of [RCW 47.04.250](#) and agency policy with respect to employees of the Department of Transportation who are the victims of assault by motorists. The Employer will follow the provisions of [RCW 74.04.790](#) and agency policy with respect to child protective, child welfare and adult protective services employees of the Departments of Social and Health Services and Children, Youth, and Families who are victims of assault while in the course of discharging their assigned duties.

19.3 Return-to-Work

The Employer will follow the provisions of [WAC 357-19-525](#), [530](#) and [535](#), and agency policy related to a return-to-work program. The Employer will attempt to find

opportunities, if available, for modified duty that can be offered to employees participating in an agency return-to-work program.

19.4 General Provisions

Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments. Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 18.1, of [Article 18](#) Leave Without Pay, the Employer may separate an employee in accordance with [Article 32](#), Reasonable Accommodation and Disability Separation.

19.5 Return to Work for Parks and Recreation Commission – Park Rangers

- A. A park ranger who becomes temporarily disabled due to a workplace injury or suffers an occupational disease may be eligible to return to work in a modified duty assignment. The assignment may permit the park ranger to work within the classification in a modified capacity at the current rate of salary.
- B. Opportunity for modified duty assignments are limited and are subject to approval and conditioning by the assistant director of operations or designee. Possible assignments will be based upon program needs and the park ranger's limitation(s). Assignments may be denied when a park ranger is deemed not capable of fulfilling all of the requirements of the modified duty assignment, or if the assistant director of operations or designee determines that there is insufficient need for an assignment. The assistant director of operations or designee's decision is final and is not subject to [Article 29](#), Grievance Procedure.
- C. Modified duty assignments must be presented to the assistant director of operations or designee in writing and will only be considered when the request is accompanied by a medical release to work and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be provided to the requesting park ranger and to their chain of command and will require a physician's approval that the park ranger is able to perform the modified duties.
- D. Modified duty assignments do not affect the essential job functions defined by the agency for the classifications covered by the Agreement. Park rangers in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive patrol vehicles unless authorized by the assistant director of operations or designee.
- E. Non-Work Related Injury or Illness
Park rangers who become temporarily disabled due to a non-work-related illness or injury may request a reasonable accommodation to return to work in a modified duty assignment. The cost of the medical evaluations and recommendations will be the park ranger's responsibility. The opportunity for modified duty assignments is limited and is subject to approval and conditioning by the assistant director of

operations or designee. The assistant director of operations' decision is final and is not subject to [Article 29](#), Grievance Procedure.

ARTICLE 20

SAFETY AND HEALTH

*The provisions of this Article do not apply to Department of Corrections, see DOC addendum..

20.1 The Employer, employee and Union have a significant responsibility for workplace safety and health.

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).
- B. Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 12](#), Sick Leave, when employees self-report a contagious health condition.

C. COVID-19 Vaccination

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. 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.

- ~~E~~D. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner.
- ~~D~~E. When an employee has concerns about access to communications when working away from their duty station, the employee will bring the issue to their supervisor for resolution.

20.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, including those used in the transporting of offenders, patients and/or clients, which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

20.3 Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.

20.4 Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must equal or exceed the number of Employer-selected members. The number of union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

In those cases where the Union has attempted to provide union-designated representatives for a safety committee and has been unable to do so, the Union may contact the agency to request assistance in providing notice of safety committee nominations. If the Union is still unable to provide representatives to the Employer, then the Employer and the Union together will hold an election and will appoint those elected representatives. If the Union is still unable to provide representatives to the Employer, the Employer may appoint volunteers who have been elected and are willing to serve until the Union designates safety committee representatives.

20.5 The Employer will follow its practices regarding blood-borne pathogens.

20.6 When an employee(s) worksite is impacted by a critical incident the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the agency.

20.7 If the Employer determines employees have been exposed to a serious communicable disease in the course of their official duties, the employee may be granted paid administrative leave to seek testing and treatment.

20.8 Ergonomic Assessments

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's work station is completed. Solutions to identified issues/concerns will be implemented within available resources.

20.9 Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 20.4, above.

~~20.10 Department of Corrections~~

~~A. The Employer will provide sufficient staff for the transportation of offenders in a safe manner in accordance with agency policy.~~

~~B. The Employer will continue to provide controlled environments and the use of safety glass in its field offices for the safety of staff.~~

- ~~C. The Employer will offer training to enhance staff's proficiency at detecting potential risk and dangerous situations. The Employer will also offer training on active threats and techniques of de-escalation.~~
- ~~D. The parties agree to maintain and utilize the Community Corrections Division Security Advisory Committee to evaluate and propose solutions to improve the operational safety of staff performing the work of community corrections.~~
- ~~E. The parties commit to work together within the term of this agreement to find a shared solution to the real-time monitoring concern.~~
- ~~F. Employees without arrest authority will be provided an opportunity to be trained in self-defense on an annual basis.~~

ARTICLE 21

UNIFORMS, TOOLS AND EQUIPMENT

*The provisions of this Article do not apply to Department of Corrections, see addendum.

21.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. When uniforms are required, the Employer will not reduce the uniform allowance or level of maintenance provided, during the term of this Agreement. The same will apply to required footwear. The Employer may require an employee to return all provided uniforms and/or footwear upon separation from employment. In those cases where an employee fails to return the provided uniforms and/or footwear, the Employer may deduct the depreciated value of the items from the employee's final pay.

21.2 Tools and Equipment

The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace Employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee's final pay.

Employees required by the employer to provide their own tools to perform their work will be eligible for reimbursement for the cost of new and replacement tools up to a maximum of one thousand-two hundred dollars (\$1,200.00) per fiscal year. Reimbursement shall be subject to prior supervisor approval and receipts shall be required.

21.3 Taxability

The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.

21.4 Department of Corrections – Firearms Training and Ammunition

Community Corrections Officers and Specialists who are authorized to carry and use a firearm in the performance of their official duties are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with two hundred (200) rounds of ammunition at these practices.

21.5 Safety Footwear

The Employer will determine the employees that are required to wear safety footwear as essential Personal Protective Equipment (PPE).

A Those employees in the following agencies will receive a biennial allowance of two hundred twenty-five dollars (\$225.00) per pair to be used for the purchase or repair of safety footwear in accordance with agency policy ANSI/OSHA standards and shall include, but not be limited to laces, toe-guards, insoles, and waterproofing.

- Ecology
- Department of Agriculture
- Department of Children, Youth, and Families (Maintenance Operations Division)
- Department of Enterprise Services
- Department of Fish and Wildlife
- Department of Social and Health Services – Maintenance Operations Division
- Department of Social and Health Services – Eastern State Hospital
- Department of Social and Health Services – Western State Hospital
- Energy Facility Site Evaluation Council
- Labor and Industries
- Secretary of State
- Utilities and Transportation Commission
- Department of Veteran Affairs (classes listed in Appendix ~~XXXDVAW~~)

- B. Those employees in the following agencies will receive a biennial allowance of two hundred twenty-five dollars (\$225.00) per pair to be used for the purchase or repair of safety footwear in accordance with ANSI/OSHA standards and shall include, but not be limited to laces, toe-guards, insoles, and waterproofing.

- Department of Transportation

Agencies with policies or practices that allow a higher allowance are grandfathered for those allowance levels. The process for purchasing safety footwear will follow agency policy or practice. The appointing authority or designee may authorize additional safety footwear allowance should boots be damaged or worn out before the next allowance is authorized.

ARTICLE 22

DRUGS, ALCOHOL AND ~~MARIJUANA-CANNABIS~~ FREE WORKPLACE

*The provisions of this Article do not apply to Department of Corrections, see DOC supplemental addendum.

22.1 All Employees (Except Department of Corrections)

- A. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, ~~marijuana-cannabis~~ or drugs.

B. Possession of Alcohol, ~~Marijuana-Cannabis~~ or Illegal Drugs

1. The use or possession of alcohol, ~~marijuana-cannabis~~ or illegal drugs by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:

- a. The Agency premises are considered residences, or
- b. The premises or state vehicles are used for the transportation of alcohol, ~~marijuana-cannabis~~ or illegal drugs pursuant to state law.

2. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of alcohol or drugs, including ~~marijuana-cannabis~~, in state vehicles, on agency premises or on official business is prohibited.

C. Notification of Prescription, Medical ~~Marijuana-Cannabis~~ and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, including medical ~~marijuana-cannabis~~, must, if there is a substantial likelihood that such medication will affect job safety, notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

D. Drug and Alcohol Testing – Safety-Sensitive Functions

1. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy.
2. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy. For purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms and those licensed health care professionals who administer or dispense medications as a part of their job duties.
3. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

E. Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive Functions, and all Department of Transportation, and Washington State Patrol Employees

1. Reasonable suspicion testing for alcohol, [marijuana-cannabis](#) or controlled substances may be directed by the Employer for any employee performing safety-sensitive functions or any employee of the Department of Transportation or Washington State Patrol when there is reason to suspect that alcohol, [marijuana-cannabis](#) or controlled substance use may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.
2. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:
 - a. Physical symptoms consistent with controlled substance, [marijuana-cannabis](#) and/or alcohol use;
 - b. Evidence or observation of controlled substance, [marijuana-cannabis](#) or alcohol use, possession, sale, or delivery; or
 - c. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance, [marijuana-cannabis](#) and/or alcohol use may have been a factor.
3. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager, supervisor or lead worker who has attended the training on detecting the signs/symptoms of being affected by controlled substances, ~~marijuana~~ cannabis and/or alcohol and verified in person or over the phone by another trained manager, supervisor or lead worker.

4. Testing

When reasonable suspicion exists, employees must submit to alcohol, ~~marijuana~~ cannabis and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and ~~transported~~ transportation to the collection site will be provided. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

F. Drug and Alcohol Testing – General

For all employees tested in accordance with Section 22.1 D and E above:

1. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. Employees in the same agency as the employee being tested will not do collection and processing of samples, excluding law enforcement officers using a breath-testing device. An employee notified of a positive controlled substance and/or ~~marijuana~~ cannabis test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.
2. An employee who has a positive test for alcohol, ~~marijuana~~ cannabis, and/or a positive controlled substance may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of agency drug and alcohol free workplace policies.

G. Training

Training will be made available to managers, supervisors, shop stewards, and lead workers. The training will include:

1. The elements of the Employer's Drug and Alcohol Free Workplace Program;
2. The effects of drugs and alcohol in the workplace;
3. Behavioral symptoms of being affected by controlled substances, ~~marijuana~~ cannabis and/or alcohol; and
4. Rehabilitation services available.

22.2 Department of Corrections Employees

- A. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana-cannabis or drugs.
- B. Possession of Alcohol, Marijuana-Cannabis and Illegal Drugs
1. The use or possession of alcohol, or marijuana-cannabis by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when the premises are considered residences.
 2. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises or on official business is prohibited.
- C. Notification of Prescription and Over-the-Counter Medications
Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.
- D. Drug and Alcohol Testing
1. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy, and subject to the provisions of this Article.
 2. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy. A blood test will be administered for post-shooting testing.

For purposes of this Article, employees who perform other safety-sensitive functions are those employees eligible to be issued firearms (Community Corrections Officers, Community Corrections Specialists and Corrections Officers) and those licensed health care professionals who administer or dispense medications as a part of their job duties.
 3. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

E. Reasonable Suspicion Testing – All Employees

1. Standards

Reasonable suspicion testing for alcohol, ~~marijuana~~cannabis or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol, ~~marijuana~~cannabis or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

2. Specific Objective Grounds

Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:

- a. Physical symptoms consistent with alcohol, ~~marijuana~~cannabis, or controlled substance use;
- b. Evidence or observation of alcohol, ~~marijuana~~cannabis, or controlled substance use, possession, sale, or delivery; or
- c. The occurrence of an accident(s) where a trained manager, or supervisor suspects alcohol, ~~marijuana~~cannabis, or controlled substance use may have been a factor.

3. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager or supervisor who has attended the training on detecting the signs/symptoms of being affected by controlled substances, ~~marijuana~~cannabis, and/or alcohol. The appointing authority or designee must approve the testing.

4. Testing

When reasonable suspicion exists, employees must submit to alcohol, ~~marijuana~~cannabis, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

5. Testing Procedures

Testing will be conducted by an outside certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance, ~~marijuana~~cannabis, and/or alcohol test result may request an independent test of their split

sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

6. Positive Test Result

A positive test result will be defined as any result qualifying as legally intoxicated under Department of Transportation standards. Except as provided in Section 22.3, an employee who has a positive alcohol, ~~marijuana~~cannabis, and/or controlled substance test may be subject to disciplinary action, up to and including dismissal.

F. Training

Training will be made available to managers, supervisors, and Union Stewards. The training will include:

1. The elements of the Employer's Drug and Alcohol Free Workplace Program;
2. The effects of drugs and alcohol in the workplace;
3. Behavioral symptoms of being affected by controlled substances, ~~marijuana~~cannabis, and/or alcohol; and
4. Rehabilitation services available.

22.3 All Employees – Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity during the thirty (30) days following such request to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment

The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitation certified by the Department of Health, Health Services Quality Assurance Division. If the assessment results in a recommendation for an out-patient treatment program, the employee will enter into a return to work agreement before being allowed to return to work. An employee will be discharged if they refuse to participate in or successfully complete any state certified program.

C. Return to Work

Upon returning to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period they will be discharged.

D. Release of Information

Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.

ARTICLE 23
TRAVEL

- 23.1** Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.
- 23.2** During the course of conducting official state business, if an employee believes use of their personal vehicle may present a potential threat to the employee's safety, they will discuss appropriate alternatives with their supervisor.
- 23.3** An employee will not be reimbursed for mileage if they choose to use their personal vehicle when a state vehicle is available unless approved in advance by their Appointing Authority or designee.
- 23.4** Employees will be provided an opportunity to request a travel advance in accordance with agency policy if assigned to travel for work purposes.

ARTICLE 24
MEALS

Department of Social and Health Services – Institutions Bargaining Unit; Department of Children, Youth, and Families – Juvenile Rehabilitation Bargaining Units; School for the Blind; Center for Deaf and Hard of Hearing Youth; Department of Transportation; Utilities and Transportation Commission; Department of Veterans Affairs – Homes only; Department of Corrections – Work Release Facilities; Military Department and the Washington State Patrol

- 24.1** Except as provided in Section 24.2, meals will be provided in accordance with agency or institution practices.
- 24.2** Employees purchasing meals in an Employer operated dining hall who are required to return to duty without benefit of finishing the meal will be reimbursed the purchase price of the meal or provided a replacement meal, if available.
- 24.3** **Department of Corrections – Work Release Facilities**
Any work release employee working involuntary overtime in excess of two (2) hours will be provided meals during the overtime shift.

ARTICLE 25

COMMUTE TRIP REDUCTION AND PARKING

- 25.1** The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.
- 25.2** Agencies will provide commute trip reduction incentives consistent with agency policies and within available resources.
- 25.3** During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of July 31, 2010.
- 25.4** The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with [RCW 46.08.172](#).

25.5 All Employees with King, Pierce or Snohomish County Duty Stations

- A. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a “One Regional Card for All”, otherwise known as an ORCA Card.

Specifically, travel for the 2021-23 contract will be fare-free access to the following services:

1. Unlimited rides on bus services provided by Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Pierce Transit and Sound Transit;
 2. Unlimited rail service on Sound Transit, Link light rail and Sounder commuter rail;
 3. Unlimited Seattle Streetcar trips;
 4. Unlimited King County Water Taxi trips;
 5. Unlimited trips with Kitsap Transit foot (Port Orchard-Bremerton and Annapolis-Bremerton routes) and fast (Bremerton-Seattle and Kingston-Seattle route) ferry services; and
 6. Paratransit services from Kitsap Transit and King County Metro
- B. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty dollars (\$50.00) of the per monthly cost.

ARTICLE 26 HOUSING

- 26.1 The Employer will continue to follow agency policies and practices regarding Employer-provided housing.
- 26.2 **Parks and Recreation Commission**
- A. Employees housed on-site will be allowed to live in a residence in another park in accordance with agency policy.
 - B. Employees will have the option to accept Employer provided housing or maintain a personal residence.

ARTICLE 27 DISCIPLINE

*The provisions of this Article do not apply to Department of Corrections, see DOC addendum.

- 27.1 The Employer will not discipline any permanent employee without just cause.
- 27.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.
- 27.3 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- 27.4 The Employer has the authority to determine the method of conducting investigations. Upon request by the employee, if an investigation ~~will last~~ longer than ninety (90) days from the date the employee was notified of the investigation, and thirty (30) days thereafter, the Employer will provide ~~a~~ written explanation to the employee and the designation Union representative of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed. A traditional element of just cause requires discipline to be imposed in a timely manner in light of the need for thorough investigations.
- 27.5 **Investigatory Interviews**
- A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

B. Department of Social and Health Services

An employee who is being interviewed as part of an administrative investigation will be notified in writing prior to the interview if the investigator would like to audio record the interview. The written notification will contain a consent form that the employee will bring to the interview. If an employee does not consent to the recording, the investigator will not discuss the issue of audio recording with the employee. Interviews will be conducted in a professional manner and investigative methods will be consistent with law. No threats or promises will be made to induce an answer.

C. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation. The Union representative may call for a recess during the interview to consult with the employee for representational purposes.

D. Employees who are the subject of an investigatory interview will be informed of the general nature of the allegation(s) before the employee is asked to respond to questions concerning the allegation(s).

E. If an investigator requests that an employee sign a statement, the employee may review the statement and submit corrections, if any. The employee will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement to accept the employee's corrections.

F. In accordance with [Subsection 31.6](#) A, adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file.

27.6 Alternative Assignments

An employee placed on an alternate assignment during an investigation will be informed of the general reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified [in writing](#).

27.7 Pre-Disciplinary Meetings

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline, an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the Union on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will

be considered time worked. Excluding oral and written reprimands, the Union will be provided copies of disciplinary actions.

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

27.9 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in [Article 29](#), Grievance Procedure. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure.

27.10 Department of Corrections

An employee will be allowed to view grievances filed by an offender, which allege staff misconduct pertaining to the employee. If the employee requests, the employee will be notified of the eventual outcome of the alleged staff misconduct grievance.

ARTICLE 28

PRIVACY AND OFF-DUTY CONDUCT

28.1 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

28.2 When documents or information in an employee's personnel, payroll, supervisor or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release.

28.3 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in [RCW 42.52](#), or are detrimental to the employee's work performance or the program of the agency.

28.4 Reporting of Off-Duty Conduct

Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their Appointing Authority within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first. Employees, excluding those in the Washington State Patrol (WSP), will report any arrests that affect their ability to perform assigned duties to their Appointing Authority within forty-eight (48) hours or prior to returning to work, whichever occurs first. Employees in WSP will continue to abide by WSP regulations relating to off-duty conduct.

28.5 Employees will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their duties or result in a conflict of interest.

ARTICLE 29

GRIEVANCE PROCEDURE

*The provisions of this Article do not apply to Department of Corrections, see DOC addendum.

29.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

29.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

B. Filing a Grievance

Grievances may be filed in accordance with [Section 29.3](#) by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 3 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 3 meeting, the meeting will be postponed.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;

3. The specific Article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant; and
7. The name and signature of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Release time will be provided to grievants and Union stewards in accordance with [Article 36](#), Employee Rights and [Article 39](#), Union Activities.

K. Group Grievances

No more than five (5) grievants and two (2) union steward and/or staff representative, unless agreed otherwise, will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Q. Steward Mentoring

With the agreement of the Employer, additional Union stewards will be allowed to observe a Management scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve compensatory time, exchange time, vacation leave or leave without pay for the Union steward to attend the meeting.

29.3 Filing and Processing

A. Filing

1. A non-disciplinary grievance (excluding a non-disciplinary separation grievance) or a grievance related to an oral or written reprimand must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. All other disciplinary grievances, non-disciplinary separation grievance, disability separation grievances or grievances related to layoff must be filed within twenty-eight (28) days of the effective date of the discipline, non-disciplinary separation, disability separation or layoff. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.

2. The preferred method of filing a written grievance is by email. The parties acknowledge in some instances access to email is an issue, therefore, grievances may be filed via hard copy.

B. Processing

Step 1 – is no longer used

Step 2 –Appointing Authority or Designee:

If the issue is not resolved informally, the Union may present a written grievance to the Appointing Authority or Designee with a copy to the Human Resources Office within the twenty-eight (28) day period described above. The Appointing Authority or Designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the

grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Agency Head or Designee:

Except for the Department of Social and Health Services (DSHS), the Department of Children, Youth, and Families, Department of Transportation (DOT), Office of the Attorney General (AGO) and Department of Corrections (DOC), if the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing it with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. For the DSHS, DCYF, DOT, AGO and DOC, if the grievance is not resolved at Step 2 the Union may move it to Step 3 by filing it with the agency's Labor Relations Office in Olympia, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. The agency head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

[Note: If the agency head is the only Appointing Authority for the agency, Step 3 will be bypassed.]

Step 4 – Mediation or Pre-Arbitration Review Meetings:

1. Disciplinary, Non-disciplinary Separation and Disability Separation Grievances ~~(Excluding Written Reprimands)~~

If the grievance is not resolved at Step 3, the Union may choose to file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with [WAC 391-55-020](#), with a copy to the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov and the agency's Human Resources Office within thirty (30) days of receipt of the Step 3 decision.

2. Disciplinary, Non-disciplinary Separation and Disability Separation Grievances Not Moved to Mediation and Non-Disciplinary Grievances (Including Written Reprimands)

If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at labor.relations@ofm.wa.gov with a copy to the agency's Human Resource Office within thirty (30) days of the Union's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union:

- a. If a pre-arbitration review meeting will be scheduled with the LRS, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.

- b. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within thirty (30) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any mediation or pre-arbitration review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by or to the mediator, or by or to any party or other participant in the mediation or meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 5 – Arbitration:

If the grievance is not resolved at Step 4, or the LRS notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
 - d. Not have the authority to order the Employer to modify their staffing levels or to direct staff to work overtime.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties,

through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.
5. If, after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

29.4 Successor Clause

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

ARTICLE 30

EMPLOYEE ASSISTANCE PROGRAM

- 30.1** The Employee Assistance Program within the Department of Enterprise Services is responsible for the employee assistance program established in accordance with [RCW 41.04.700](#) through 730. Individual employees' participation in the Employee Assistance Program and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence; except that the Employer may be provided

with the following information about employees referred by the Employer due to poor job performance:

- A. Whether or not the referred employee made an appointment;
- B. The date and time the employee arrived and departed;
- C. Whether the employee agreed to follow the advice of counselors; and
- D. Whether further appointments were scheduled.

- 30.2** Participation or nonparticipation by any employee in the Employee Assistance Program will not be a factor in any decision affecting an employee's job security, promotional opportunities, disciplinary action, or other employment rights. However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

ARTICLE 31

PERSONNEL FILES

- 31.1** There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the employing agency. All references to "supervisory file" in this Agreement refer to the file kept by the employee's first-line supervisor. Additional employee files may include attendance files, payroll files and medical files.
- 31.2** An employee may examine their own personnel file, supervisory file, attendance file, payroll file, and medical file(s). The Employer will provide access to the file as soon as possible but not more than fourteen (14) calendar days from the date of a request. Review of these files will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review these files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the files that they considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.
- 31.3** A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to their work performance placed in their personnel file.
- 31.4** Medical files will be kept separate and confidential in accordance with state and federal law.
- 31.5 Supervisory Files**
Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise. Upon request by the employee, the supervisor will share why the materials were not purged. The confidentiality and security of supervisory files will be maintained to the extent allowed or required by law.

31.6 Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.
- B. 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.
- C. 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.
- D. Performance evaluations will be removed from an employee's personnel file after five (5) years if:
 - 1. Circumstances do not warrant a longer retention period; and/or
 - 2. There have been no documented performance deficiencies in a subsequent performance evaluation; and
 - 3. The employee submits a written request for its removal.
- E. Other material or information of an adverse nature will be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period; and/or
 - 2. There have been no documented performance deficiencies in a subsequent performance evaluation; and
 - 3. The employee submits a written request for its removal.
- F. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).

- G. Once a discipline, performance evaluation or other document has been removed, or is eligible to be removed, from the personnel file as outlined in [Subsections 31.6 B, C, D or E](#) above, the information removed will not be used in subsequent disciplinary actions, unless mutually agreed otherwise.

ARTICLE 32

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

32.1 Reasonable Accommodation

- A. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- B. An employee who believes that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.
- C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion from a physician or licensed mental health professional of the agency's choice and at Employer expense. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations. The Employer will conduct a diligent review and search for possible accommodations within the agency. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.
- D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.

32.2 Disability Separation

- A. An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional.

- B. The agency may separate an employee after providing at least fourteen (14) calendar days' written notice when the agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position. The agency may immediately separate an employee that requests separation due to disability.
- C. An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request to the agency's Human Resources Office for reemployment in accordance with [WAC 357-46-090 through -105](#) and have met the reemployment requirements of [WAC 357-19-475](#).
- D. Disability separation is not a disciplinary action. An employee who has been separated because of a disability may grieve their disability separation in accordance with [Article 29](#), Grievance Procedure, unless the separation was at the employee's request.

ARTICLE 33

SENIORITY

*The provisions of this Article do not apply to Department of Corrections, see DOC addendum.

33.1 Definition

- A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on-call employees will be based on actual hours worked but shall not exceed that of a full time (2088 hours annually) employee. Actual hours worked includes all overtime hours and all paid holiday and leave hours, excluding compensatory time. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:
 1. Military leave or United States Public Health Service;
 2. Compensable work-related injury or illness leave;
 3. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
 4. Educational leave, contingent upon successful completion of the coursework;
 5. Leave for service as a volunteer with humanitarian and disaster relief organizations;
 6. Reducing the effects of layoff, and/or

7. Leave for Union employment in accordance with [Sections 39.8](#) and [39.10](#), of [Article 39](#), Union Activities.
8. Leave authorized by a governor's proclamation directly related to health and safety.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Section 34.6](#), of [Article 34](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

- B. For employees whose positions are assigned to an academic and/or vocational education program or facility that follows the customary public school practice of a less than twelve (12) month school year, the Employer will place the employee on leave without pay for all or part of the time the program or facility is closed for customary school vacations and will not adjust the employee's seniority date.
- C. For the purposes of layoffs and recall, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or surviving state registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), as provided in [RCW 41.06.133](#).

33.2 Ties

If two (2) or more employees have the same unbroken state service date, ties will be broken in the following order:

- A. Longest continuous time within their current job classification,
 1. For positions impacted by the implementation of the IT Professional Structure on July 1, 2019, total continuous time spent in a previously abolished IT classification will be counted if the position number was the same on June 30, 2019 and July 1, 2019.
- B. Longest continuous time with the agency, and
- C. By lot.

33.3 Seniority List

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each permanent and non-permanent employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

ARTICLE 34

LAYOFF AND RECALL

34.1 Definition

Layoff is an Employer-initiated action, taken in accordance with [Section 34.3](#) below, that results in:

- A. Separation from service with the Employer,
- B. Employment in a class with a lower salary range,
- C. Reduction in the work year, or
- D. Reduction in the number of work hours.

34.2 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

34.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reallocated, or the employee's choice not to continue in a position that was reallocated to a classification with a lower salary range maximum;
- E. Termination of a project; or
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours

- A. Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs.
- B. Appointing authorities will allow an employee in the same job classification and location where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as defined in [Section 34.8](#), as a position subject to layoff. Any volunteer for layoff shall have no formal or informal options. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds.

- C. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from state service.
- D. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the layoff lists for the job classifications in which they held permanent status, regardless of a break in service.

34.5 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions for which they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

34.6 Temporary Reduction of Work Hours or Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours. The notice will specify the nature and anticipated duration of the temporary reduction.
- B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. The notice will specify the nature and anticipated duration of the temporary layoff.
- C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:
 - 1. Be paid any leave balance if the layoff was due to the lack of funds,
 - 2. Bump to any other position, or
 - 3. Be placed on the layoff list.
- D. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined in [Article 33](#), Seniority, among the group of employees with the required skills and abilities as defined in [Section 34.8](#), in the job classification at the location where the temporary reduction in hours or layoff will occur.
- E. A temporary reduction of work hours or layoff will not affect an employee's holiday compensation, periodic increment date or length of review period, and the employee will continue to accrue vacation and sick leave credit at their normal rate.

34.7 Layoff Units

- A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for employees who are being laid off.
- B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix C, Layoff Units.

34.8 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions or, bona fide occupational qualifications approved by the Human Rights Commission that have been identified at least three (3) months prior to the layoff. In no case will the skills and abilities required in layoff be more restrictive than those required when filling positions. For employees who held permanent status in IT classes that were abolished, an employee's work history and completed IT Assessment Form will also be considered in determining skills and abilities.

34.9 Formal Options

- A. Employees will be laid off in accordance with seniority, as defined in [Article 33](#), Seniority, among the group of employees with the required skills and abilities, as defined in [Section 34.8](#), above.

Employees being laid off will be provided the following options to comparable positions within the layoff unit, in descending order, as follows:

1. A funded vacant position for which the employee has the skills and abilities, within their current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.
3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions.

- B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will

be made in descending order of seniority of employees with the skills and abilities of the position(s).

- C. If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position. For employees who held permanent status in IT classes that were abolished a completed IT Assessment form will be used to identify available layoff options within the IT professional structure.
- D. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status, regardless of a break in service.
- E. If the Employer elects to implement all the stages of a layoff on a single effective date, and an employee accepts their formal option and then subsequently declines the option prior to the effective date of the layoff, the Employer will amend the formal option of any employee who is affected by this declination.
- F. For employees in the IT Professional Structure, layoff options within the layoff unit will be determined as follows:
 - 1.
 - a. A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.
 - b. A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
 - 2.
 - a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.
 - b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
 - 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification or job family and level in which the employee has held permanent status or, at the employee's written request, to a lower classification or level within a job classification series or job family that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification or level in a job family.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled

positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions. For employees impacted by the IT Professional Structure implemented July 1, 2019, an employee's completed IT Assessment Form will be one of the tools used to identify layoff options within the IT Professional Structure.

34.10 Informal Options

- A. An employee being laid off may be offered a funded vacant position to job classifications or job family and level they have not held permanent status within their layoff unit, provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.
- B. An employee being laid off who has no formal option or their formal option would cause a bump or an unreasonable commute, as defined in [Section 36.3](#), Duty Station, may be offered a funded vacant position to job classifications or the job family and level they have held permanent status, provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.
- C. For employees impacted by the IT Professional Structure implemented on July 1, 2019, an employee's completed IT Assessment Form will be one of the tools used to identify available layoff options within the IT Professional Structure.
- D. An employee may request an informal option to job classifications through the agency's Human Resources Office within five (5) calendar days of receipt of a written notice of a permanent layoff.
- E. Part-time employees may be provided informal options to both part-time and full-time positions and full-time employees may be provided informal option to both part-time and full-time positions. The award or denial of an informal option is not subject to the grievance procedure.

34.11 Notification for the Union

The Employer will notify the Union before implementing a layoff or a temporary reduction of work hours. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the temporary reduction of work hours to ensure continued compliance with the Agreement.

34.12 Notification to Employees With Permanent Status

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 34.6](#), employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice on the same day it is provided to the employee.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 34.6](#), if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid their salary for the days they would have worked had full notice been given.
- C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them. Except for cyclical or seasonal employees, if the seventh (7th) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7th) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

34.13 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

- A. Transfer or Bump
An employee who accepts a transfer or bumps to another position within their current job classification will retain their current salary.
- B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position
An employee who bumps to another position with a lower salary range will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.
- C. Appointment from a Layoff List
 - 1. Employees who are appointed from a layoff list to a position with the same salary range as that of the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, plus any across the board adjustments, including salary survey adjustments and job classification range adjustments, that occurred during the time they were laid off.
 - 2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

34.14 Transition Review Period

- A. The Employer may require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification or future-equivalent job classification in which they have:
1. Not held permanent status;
 2. Been appointed from the General Government Transition Pool Program; or
 3. Been appointed from a layoff list.

The Employer may extend a transition review period for an individual as long as the total period does not exceed twelve (12) months.

- B. When the Employer requires an employee to complete a transition review period, the employee will be provided with written notice.
- C. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- D. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. The Employer will provide the employee seven (7) days written notice prior to the effective date of the separation. However, if the Employer fails to provide seven (7) 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 in the position.
- E. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired to a different position for which they have the skills and abilities.
- F. An employee who is separated during their transition review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the transition review period will not be subject to the grievance procedure in [Article 29](#), Grievance Procedure.
- G. An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

34.15 Recall

- A. The Employer will maintain layoff lists for each job classification, which will include geographic availability. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off and will indicate the geographic

areas in which they are willing to accept employment. Additionally, employees may request to have their name placed on layoff lists for other job classifications in which they have held permanent status regardless of a break in service. An employee will remain on the layoff lists for three (3) years from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the three (3) year period.

- B. When a vacancy occurs within an agency and when there are names on the layoff list for that job classification, the Employer will fill the position in accordance with [Article 4](#), Hiring and Appointments. An employee will be removed from the layoff list if they are certified from the list and waives the appointment to a position for that job classification two (2) times. In addition, an employee's name will be removed from all layoff lists upon retirement, resignation or dismissal.
- C. Employees who have taken a demotion in lieu of layoff may also request to have their name placed on the agency's internal layoff list for the job classification they held permanent status in prior to the demotion.

34.16 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program. When a vacancy occurs within an agency, the Employer will consider employees in the General Government Transition Pool Program in accordance with [Article 4](#), Hiring and Appointments.

34.17 Project Employment

- A. Less Than Five Years of Continuous Project Employment
Project employees who have been in project status for less than five (5) consecutive years have layoff rights within their project.
- B. Five Years or Greater of Continuous Project Employment
 - 1. Project employees who were hired into a project position prior to July 1, 2013 and who have been in project status for five (5) consecutive years or greater will have layoff rights within the agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they have no layoff options in their project.
 - 2. Project employees who were hired into a project position through the competitive process on or after July 1, 2013 and who have been in project status for five (5) consecutive years or greater will have layoff rights within the agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they have no layoff options in their project.
 - 3. Project employees who were not hired into a project position through the competitive process on or after July 1, 2013 will have layoff rights in accordance with Subsection D below.
- C. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in

which they held permanent status. The employees' return rights are to the job classification they last held permanent status in prior to accepting project employment using the procedure outlined in [Section 34.9](#).

- D. Project employees who are separated from state service due to layoff may request their names be placed into the General Government Transition Pool Program. Upon layoff from the project, project employees who entered the project through the competitive process and remain in project status for two (2) consecutive years will be eligible to have their names placed on the internal layoff list for the classes in which permanent project status was attained. Bumping options will be limited to the project boundaries.

34.18 Seasonal Career Employment

- A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided below, in Subsection 34.18 C. Employees will be given no less than two (2) working days' notice of a layoff.
- B. Formal options to other seasonal career positions will be determined using the procedure outlined in [Section 34.9](#). Employees separated due to layoffs will be placed on separate seasonal layoff lists for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions within their layoff unit for the current or following season.
- C. The layoff units for seasonal employees are as follows for each agency:
1. Department of Fish and Wildlife – See Appendix C, Layoff Units.
 2. Department of Natural Resources – See Appendix C, Layoff Units.
 3. Department of Transportation – The county in which the seasonal employee's official duty station is located.
 4. Employment Security Department – The office first and then the county in which the seasonal employee's official duty station is located.
 5. Horse Racing Commission – A single statewide layoff unit.
 6. Parks Commission – The region in which the seasonal employee's official duty station is located.

ARTICLE 35 MANAGEMENT RIGHTS

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

ARTICLE 36

EMPLOYEE RIGHTS

36.1 Employee Liability

- A. In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, they have

the right to request representation and indemnification through their agency in accordance with [RCW 4.92.060](#) and [070](#).

- B. Within the Department of Corrections, employees are entitled to protection from liability for civil damages resulting from any act or omission in the rendering of community placement activities, as provided in [RCW 72.09.320](#).

36.2 Personal Property Reimbursement

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with [RCW 4.92.100](#) and applicable agency policies. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

36.3 Duty Station

- A. Each bargaining unit employee will be assigned an official duty station—~~in accordance with OFM travel regulations~~ The term “official duty station” or “duty station” as used throughout this Agreement shall not mean “Official Station for determining travel entitlements in accordance with the SAAM.
- B. If the official duty station is changed, the employee will be given a fifteen (15) calendar day notice, or a shorter notification period may be agreed to.
- C. If reassignment of an official duty station results in a commute in excess of thirty (30) miles in addition to the current commute, the employee may exercise their rights under [Article 34](#), Layoff and Recall. The notice will contain the employee’s rights below.
1. Upon request, the Human Resource office will discuss possible layoff scenarios and process with the employee.

36.4 Use of Volunteers and Student Workers

The Employer will use volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers, student workers and other non-civil service personnel will not supervise bargaining unit employees.

36.5 Right to Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

36.6 Attendance at Meetings

- A. An employee will be granted time during their normal working hours to attend the following meetings scheduled by management:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with [Article 27](#), Discipline, and
 2. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings scheduled in accordance with [Article 29](#), Grievance Procedure. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
- B. An employee will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during their normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered work time. An employee may be authorized by their supervisor to adjust their work schedule, take leave without pay, compensatory time, exchange time or vacation leave to prepare for and travel to and from an arbitration hearing, and/or union management communication committee meeting.
- C. An employee must notify their supervisor prior to being released from duty in accordance with this Article to attend a meeting, hearing or mediation session. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any agency business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a state vehicle to travel to and from a work site in order to attend a meeting unless authorized by the agency.

36.7 Workload (Department of Corrections Only)

The Employer may adjust the caseload and/or work assignments of Community Corrections Officers and Community Corrections Specialists, if needed, when assigned offender groups or conducting training.

36.8 Workload

1. If an employee believes their workload is not achievable within the worktime authorized by the Employer, the employee may seek the assistance of their supervisor. The supervisor is responsible for providing the employee with direction and guidance that may include the setting of priorities, adjustment of work, or other actions that will assist the employee in the accomplishment of their work assignments.
2. If the employee still has workload concerns after discussion with their supervisor, the employee may raise these concerns to their manager. If the workload concerns are similar across the work unit, the Union may raise

these issues at the appropriate Union-Management Communications Committee under Article 37 of the parties' collective bargaining agreement. If the work unit still has workload concerns across the work unit, the Union may raise these issues with the Appointing Authority.

3. This Workload Subsection is not subject to the grievance procedure, however the employee may file a complaint with their appointing authority or designee if the employee's supervisor or manager fails to discuss the employee's workload concerns with the employee.

ARTICLE 37

UNION-MANAGEMENT COMMUNICATION COMMITTEES

*The provisions of this Article do not apply to Department of Corrections, see addendum.

37.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

- A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.
- B. Agency level statewide Union-Management Communication Committees will be established to discuss and exchange agency-specific information of a group nature and general interest to both parties.
- C. In the Departments of Corrections, Children, Youth, and Families, Fish and Wildlife, Labor and Industries, Social and Health Services, Transportation, Veterans Affairs, Employment Security Department, and Parks and Recreation Commission local level Union-Management Communication Committees will be established within each agency, as described in Appendix D, to discuss and exchange information of a group nature and general interest to the parties.
- D. The discussion and exchange of information pertaining to a local or sub-agency matter will be addressed to the lowest level committee. In the event there is not a committee below the agency level, such matters will be addressed at the agency level. Ad-hoc committees may be established by mutual agreement at an agency level statewide committee or a local level committee described above, in Subsections 37.1 B and C. Local and sub-agency committees may only be established by mutual agreement at an agency level statewide committee described in Subsection 37.1 B. Either party may subsequently determine that the local or sub-agency committee should cease to meet.
- E. For committees established in accordance with Subsection 37.1 B and C, either team may suggest steps to improve the effectiveness of the meetings. Suggestions

for doing so may be raised at committee meetings and implemented upon mutual agreement. The agency Labor Relations Office, Human Resources Office, Office of Financial Management's Labor Relations Section, the Union's Staff Representative and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.

37.2 Committees

A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) Employer representatives. Additional staff of the Union and the OFM Labor Relations Office may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted at least every six (6) months, unless agreed otherwise.

B. Agency-wide, Administration/Division Level (Department of Social and Health Services and Department of Children, Youth, and Families only), Regional and Headquarters Level (Department of Ecology only) and/or Local Level Union-Management Communication Committees

1. Agency-wide committees will consist of up to seven (7) Employer representatives and up to seven (7) employee representatives, except for the Department of Social and Health Services, which will consist of two (2) employee representatives for each administration and an equivalent number of Employer representatives. The employee representatives will be granted reasonable time during their normal working hours, as determined by the Employer, to travel to and from agency-wide communication committee meetings. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise. At the Department of Corrections, committee meetings will be conducted at least four (4) times per year, unless agreed otherwise. In addition, DOC will conduct at least two (2) committee meetings with the Work Release Program at locations mutually agreeable between the parties.

2. Administration/Division level committees within the Department of Social and Health Services will be established within Community Services, Child Support, Disability Determination Services, Vocational Rehabilitation, Developmental Disabilities Administration, and the Behavioral Health Administration, and will consist of up to six (6) Employer representatives and up to six (6) employee representatives. ~~At the Department of Children, Youth, and Families, will have a division wide level committees will be established within the Office of the Chief of Staff, Juvenile Rehabilitation, Child Welfare Field Operations, Prevention and Client Services, Licensing, and Early learning. for the Operations and Infrastructure and Children and~~

~~Families divisions that~~ and will consist of up to six (6) Employer representatives and up to six (6) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise.

3. Regional and headquarters level committees within the Department of Ecology will consist of up to five (5) Employer representatives and up to five (5) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise, except for the Northwest Region who will conduct meetings up to four (4) times per year.
4. Local level committees will consist of up to five (5) Employer representatives and up to five (5) employee representatives, except for specific local level committees within the Department of Social and Health Services as outlined in Subsection 37.2 (B)(5). Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.
5. In the Department of Social and Health Services, local level committees in the Division of Developmental Disabilities regional offices, Community Services Division and Home and Community Services Division will consist of up to ten (10) Employer representatives and up to ten (10) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

37.3 Participation and Process

- A. The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for union management communication committee meetings. For the Department of Corrections, the parties will exchange the names of their respective team members at least ten (10) days prior to each meeting.

- B. Employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated for or considered as time worked. 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 union management communication committee meeting, unless authorized by the agency for business reasons.
- C. All committee meetings will be scheduled on mutually acceptable dates and times.
- D. Each party will provide the other with any topics for discussion seven (7) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of the Agreement, changes to law, legislative updates and/or organizational change.
- E. If topics discussed result in follow-up by either party, communication will be provided by the responsible party.

37.4 Scope of Authority

All of the committee meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings. The committees' activities and discussions will not be subject to the grievance procedure in [Article 29](#), Grievance Procedure.

ARTICLE 38 MANDATORY SUBJECTS

38.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

- A. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article. The written notice must include:
 - 1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;
 - 2. Where the change will occur; and
 - 3. The date the Employer intends to implement the change.
- B. Within twenty-one (21) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Executive Director of the Union. The twenty-one (21) calendar day period may be used to

informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov. The notice will include a list of at least five (5) dates the Union team is available:

- C. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.
 - D. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.
- 38.2** Prior to making any change in written agency policy that is a mandatory subject of bargaining, the Employer will notify the Union and satisfy its collective bargaining obligations per Section 38.1.
- 38.3** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.

ARTICLE 39

UNION ACTIVITIES

39.1 Staff Representatives

- A. Notification and Recognition
 - 1. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency.
 - 2. The Employer will recognize any staff representative on the list.
 - 3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Access (excluding Department of Corrections – Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center)

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.
 2. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.
 3. In accordance with [Section 39.3](#) below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.
- C. Access for Department of Corrections -- Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center only
1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:
 - a. The representative notifies local management prior to their arrival,
 - b. It does not interrupt the normal operations of the office or facility, and
 - c. National Crime Information Center (NCIC) checks have been completed and the representative is cleared for access into the office or facility.
 2. In accordance with [Section 39.3](#) below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

39.2 Union Stewards

- A. The Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction for which they are responsible. The Union will maintain the list. A steward may represent any employee who works in the same agency in the same office, facility or geographic jurisdiction as the steward and is in a bargaining unit represented by WFSE. The Employer will not recognize an employee as a union steward if their name does not appear on the list.
- B. Union stewards will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings scheduled by Management within the steward's office, facility or geographic jurisdiction in bargaining units represented by WFSE for the following representational activities:
 1. Investigatory interviews and pre-disciplinary meetings, in accordance with [Article 27](#), Discipline;
 2. Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement; and/or

3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings held during their work time.
4. Group New Employee Orientations and meetings in accordance with [Section 39.11](#).

In addition, Union stewards will be provided a reasonable amount of time during their normal working hours, as determined by the Employer, to investigate and process grievances through the agency head level within the steward's office, facility or geographic jurisdiction in bargaining units represented by the WFSE.

- C. Union stewards will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during their normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered time worked. A steward may be authorized by their supervisor to adjust their work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing and/or union management communication committee meeting.
- D. In both [Subsections 39.2](#) B and C above, the union steward must obtain prior approval from their supervisor to prepare for and/or attend any meeting during their work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any agency business requiring the steward's immediate attention will be completed prior to attending the meeting. With prior notification to the Employer, off-duty stewards will have access to the worksite to perform representational duties as long as the worksite is open and/or operational and there are no other reasons to preclude such access. Time spent preparing for and attending meetings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.
- E. If the amount of time a union steward spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

39.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's [equipment](#), offices and facilities may be used by the Union to hold meetings, [which may include virtual meetings](#) subject to the [provisions of this Agreement](#), agency's policy, availability of the space and with prior authorization of the Employer.

B. Supplies and Equipment

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

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and employees covered by this Agreement will not use state-owned or operated e-mail, fax machines, the internet, or intranets to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union representatives and stewards may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with [Article 29](#), Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

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

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

39.4 Information Requests

- A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement.
- B. The Employer will acknowledge receipt of the information request and will provide the union with a date by which the information is anticipated to be provided.

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

39.5 Agency Policies

Agencies will provide to the Union any new human resources related policies affecting represented employees or updates to existing human resource related policies affecting represented employees during the term of the Agreement.

39.6 Bulletin Boards, ~~and~~ Newsstands and Websites

A. The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications will not be posted in any other location in the agency. If requested by the Union, the Employer will identify areas where Union provided newsstands can be located in their offices/facilities.

B. In the State Operated Living Alternatives (SOLA) program residences within the Department of Social and Health Services, the Employer will make available a three-ring binder that is designated for union materials. Materials in the binder will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union materials may be distributed to the SOLA binders in accordance with Section 39.7 of this Article.

C. Upon mutual agreement between an agency and the Union, the agency will display a link to a Union webpage on the agency's intranet. The webpage content shall be consistent with the provisions of 39.6(A) and must comply with the executive ethics act, chapter 42.52 RCW and WAC 292-110-010. Use of state equipment to view the website will comply with the executive ethics act and shall be allowed only during an employee's authorized break times.

39.7 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 and;
- 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 utilized and:-

- 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.

39.8 WFSE Council President and Vice-President

A. Leave of Absence

Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of their office. The Union will reimburse the Employer for the “fully burdened costs of the positions” the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the agency(ies) by the 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue sick leave in the amount of one (1) hour for every forty (40) hours worked but will not accrue vacation ~~and sick-leave~~ during the period of absence; ~~however, when~~ When the President and Vice-President return to state service their sick leave balances will not exceed their leave balances ~~on~~ as of the date the period of absence commenced. If the President or Vice-President retire or separate from state service ~~at the end of the period of absence, rather than return to state service~~ their leave balances will not exceed their leave balances on the date the period of absence commenced. If the sick leave balance was under forty (40) hours as of the date the period of absence commenced, they will retain accrued sick leave up to forty (40) hours total upon return to state service. ~~Reporting of leave will be submitted to the agency(ies). All leave requests will be submitted within the required time limits.~~

C. Indemnification

The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorney’s fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President or Vice-President, during the period of absence.

D. Return Rights

The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such reemployment is not in conflict with other Articles in this agreement. If the job classification of the position in which the President and/or Vice-President has return rights to has been abolished or revised, a crosswalk to the class series will be used to identify their return rights. The Employer will assess any training needs, including those requested by the employee, and provide the necessary training for the returning employee. Any layoff as a result of the return will be processed in accordance with Article 34,

Layoff and Recall. The ~~employee~~-Union and the Employer may enter into a written agreement regarding return rights at anytime during the leave. The period of leave will not impact the employee's seniority date.

39.9 Time Off for Union Activities

- A. Union designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, exchange time, or personal holiday in accordance with [Article 10](#), Holidays, instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation.
- B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above listed activities at least fourteen (14) calendar days prior to the activity.
- C. Thirty (30) Minute Paid Union Leave
The parties agree communication, education and direct feedback between bargaining unit members and Union representatives are essential to productive labor relations. Therefore, one meeting up to thirty (30) minutes will be allowed during the term of the Collective Bargaining Agreement as paid release time during regular working hours and may be in person or by phone. For tracking purposes, this thirty (30) minutes will be considered paid union leave and allowed under the following conditions:
 - 1. Union leave shall not disturb the services of the Employer, clients and its customers and shall be accomplished without causing the Employer to incur additional costs.
 - 2. Union leave will require approval through the bargaining unit member's supervisor, scheduler or manager.
 - 3. Positions requiring relief will be excluded from this Subsection unless a Memorandum of Understanding is agreed upon that identifies a process that allows this union leave without impacting Employer services.
 - 4. If a shop steward and/or another Employer paid staff is the Union representative who meets with bargaining unit members during this union leave, the provisions of Subsection 39.9 A will apply.
 - 5. Bargaining unit members will not be required to meet with the Union and will not suffer discrimination or retaliation because of their choice to meet or not meet.

39.10 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) months, provided the employee's time off will not interfere with the operating needs of the agency. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

39.11 Access To New Employees 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 at the employee's regular worksite, [through an electronic virtual platform](#) or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. [For all new employee orientations, the agency will provide a minimum of seven \(7\) calendar days' scheduling notice to the union in an email that will include the new employees' name, department/division/program, appointment date, mailing address, and if available at the time of the notice, work location, work phone numbers and work email address.](#) Union meetings with new employees will include only the new bargaining unit employees and union representatives unless mutually agreed otherwise. Management employees will remain strictly neutral regarding attendance at the meetings and their content. The Union may make use of the state-operated calendar scheduling system to schedule group or individual meetings with new employees [in accordance with and](#) for the purposes identified in this Section 39.11. No employee will be required to attend the meetings or presentations given by the Union.

A. Group New Employee Orientations and Meetings

When an agency provides an [in person](#) new employee orientation in a group setting, the Union will be given an opportunity to have a union steward and/or staff representative speak to the class for no less than thirty (30) minutes to provide information about the Union and the Master Agreement. The Union may also arrange for [in person](#) thirty-minute new employee meetings in a group setting. If a Union steward or other Employer-paid staff is the Union representative who meets with bargaining unit employees during a group orientation or meeting, they will be permitted to do so during their normal working hours in accordance with the provisions of [Section 39.2](#).

B. Other New Employee Orientations

[Agencies may provide new employee orientations in a one on one setting and/or via electronic platforms and will schedule time on the employee's calendar that will include a courtesy copy to the union. If an employee's work assignment precludes the union from meeting with the new employee\(s\) in person, then the union will provide the agencies with a secure link to place on employee's calendars as the electronic platform for the union's orientation. The agency will work with the union to identify a time slot for this purpose, schedule this time on the employee's calendar and will cc the calendar invite to the union \(NEO@wfse.org\) so the union will know who has been invited. The agency will ensure that no other onboarding](#)

or work meetings are scheduled for the new employee during the time that is scheduled for the union's presentation. Agencies will only include the following statement on the scheduling invitation:

In accordance with the collective bargaining agreement, Article 39, Section 39.11 you are being provided this opportunity for access during your regular work hours to a 30 minute union orientation webinar to receive information about the union and your union contract via this secure link. . You may use your state issued computer during work time for the purpose of attending this orientation. For more information about this opportunity please contact the WFSE Member Connection Center. All communication that occurs over state-owned equipment is the property of the Employer and may be subject to agency review and/or public disclosure.

When an agency ~~provides new employee orientation on line, one on one, or~~ does not provide a new employee orientation as outlined above, ~~and the Union does not arrange a group meeting under Subsection 39.11 A above~~, the Union will be given the opportunity to:

1. Make an appointment with the new employee for no less than thirty (30) minutes; and
2. Have a union steward and/or staff representative speak to the new employee to provide information about the Union and the Master Agreement.

For Stewards or other Employer-paid staff conducting an individual meeting with a new employee under this Subsection 39.11 B, the provisions of Subsection 39.9 A will apply.

C. New Bargaining Unit Members

The union will be given the opportunity to have a Union representative speak with newly represented employees for no less than thirty (30) minutes to provide information about the union and the Master Agreement in accordance with Subsections 39.11 A and B above.

39.12 Demand to Bargain – Release Time and Travel

- A. The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted. 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 meeting.
- B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.

- C. No overtime, compensatory time or exchange time will be incurred 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.

39.13 Master Agreement Negotiations

A. Release Time

The Union will provide OFM with one bargaining team release request for all pre-planned formal negotiaons dates. The Employer will approve paid release time in aggregate of two hundred-fifty (250) days for all union bargaining team members for formal negotiations. Upon exhaustion of this bank, the Union may request the parties meet and discuss additional paid release time for Union team members. The Union will provide a list of their bargaining team member attendees after each formal bargaining session to allow tracking for compensation and leave purposes. If employees are unable to attend a bargaining session for which they have been released, they will provide a leave slip to their supervisor in accordance with the appropriate CBA article pertaining to the requeste leave. The Employer will approve miscellaneous paid leave for all remaining formal negotiation sessions and for all travel to and from the sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. The Union will reimburse the Employer for the “fully burdened costs” of this miscellaneous paid leave for all team members not on paid release time per this Article. The Union will reimburse the agency(ies) by the 20th of each month for the previous month. Per diem and travel expenses will be paid by the WFSE for Union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

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.

ARTICLE 40

UNION DUES DEDUCTION AND STATUS REPORTS

40.1 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

40.2 Union Deduction

- A. Within thirty (30) days from when the Union provides written notice of employee's authorization for deduction in accordance with the terms and conditions of their signed membership card, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources, Labor Relations Section the percentage and maximum dues to be deducted from the employee's salary.

40.3 Voluntary Deductions

- A. PEOPLE
 - 1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:
 - a. Employee name;
 - b. Personnel number;
 - c. Amount deducted; and
 - d. Deduction code.
 - 2. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under [RCW 41.04.230](#).
- B. Public Safety Protection Program (PSPP)

The Employer agrees to deduct from the wages of any employee who is a member of the Union deductions for the WFSE/AFSCME PSPP. Written authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary Payroll Deduction Authorization form. Deductions will include a one-time initial deduction amount

and ongoing monthly deduction amount. Authorizations may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

1. Employee name;
2. Personnel number;
3. Amount deducted; and
4. Deduction code.

C. Trustmark Universal Life Insurance with Long Term Care

The Employer agrees to deduct from the wages of an employee who is a member of the Union deductions for the Trustmark Universal Life Insurance with Long Term Care. Written authorizations must be provided. Authorizations may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to remit electronically, on each state payday, any deductions made to Trustmark together with an electronic report showing:

1. Employee name;
2. Personnel number;
3. Amount deducted; and
4. Deduction code.

40.4 Status Reports

A. No later than the tenth (10th) and twenty-fifth (25th) of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number;
2. Employee name;
3. Mailing address;
4. Personnel area code and title;
5. Organization unit code, abbreviation and title;
6. Work county code and title;
7. Work location street (if available);
8. Work location city (if available);
9. Work phone number;
10. Work e-mail address (if available);

11. Employee group;
12. Job class code and title;
13. Appointment date;
14. Bargaining unit code and title;
15. Position number;
16. Pay scale group;
17. Pay scale level;
18. Employment percent;
19. Seniority date;
20. Separation date;
21. Special pay code;
22. Total salary from which union dues is calculated;
23. Deduction wage type;
24. Deduction amount;
25. Overtime eligibility designation;
26. Retirement benefit plan; and
27. Action reason, title, and effective date (including entering or leaving the bargaining unit and starting or stopping dues).
- [28. Permanent or non-Permanent status.](#)
- [29. Social Security Number](#)

- B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.
- C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

40.5 Revocation

An employee may revoke their authorization for payroll deduction of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the Employer of confirmation from the Union

that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll.

40.6 Indemnification

The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees.

ARTICLE 41 CLASSIFICATION

41.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan, including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification. Any changes bargained during successor negotiations are identified in Section 42.6, Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities.
- B. When reallocation is necessary because the director of State Human Resources creates, abolishes, or revises a class, and an employee's duties have not changed, an employee's base salary is determined as follows:
 - 1. An employee occupying a position reallocated to a class with the same or lower salary range of the same assigned salary schedule must be paid an amount equal to their previous base salary.
 - 2. An employee occupying a position reallocated to a class with a higher salary range of the same assigned salary schedule must have their base salary adjusted to the same step in the new range as held in the previous range. In unique circumstances, (e.g. minimum wage adjustments) the employer may determine a different salary placement other than step for step. Upon request of the Union, the Employer will bargain the salary effect(s).
 - 3. Upon request of the Union, the Employer will bargain the salary effect(s) of the newly proposed classification when an employee occupying a position is reallocated to a new class that is assigned to a range in a different salary schedule as the previous job class.
- C. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan based upon the duties assigned and performed. Salary placement for new employees will be established per Section 42.8 - Establishing Salaries for New Employees and New

Classifications. Salary placement for classification reallocations of employees in existing positions, that reflect a change in duties when an employer changes the position's duties or when an employee submits a position review request (PRR), will be determined per Section 41.5 - Salary Impact of Reallocation.

41.2 Position Description Updates

- A. Position descriptions will be reviewed during the annual performance review period in accordance with [Subsection 5.2](#) (B)(3).
- B. In accordance with [WAC 357-13-065](#), at the request of the employee and with employee input, the Employer will review and update, if necessary, the employee's position description every six (6) months.

41.3 Position Review

An individual employee who believes that their position is improperly classified may request a review according to the following procedure:

- A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form. Nothing precludes an employee who is requesting a reallocation from submitting a copy of the request to the designated Human Resources Office to be date stamped. If the employee initiates the request and the supervisor disagrees with the employee's description of the current job duties, the supervisor will note that on the form.
- B. The supervisor will then send the completed form to the local Human Resources Office. The Human Resources Office will review the completed form and make a decision regarding appropriate classification. The Human Resources Office will respond to the employee and/or the employee's immediate supervisor in writing within sixty (60) calendar days of receipt of the properly completed form. If an allocation determination is not made within the sixty (60) calendar days the employee will be provided with a status report. Upon request, the Human Resources Office will explain the decision to the employee.
- C. In the event the employee disagrees with the reallocation decision of the agency, they may appeal the agency's decision to the OFM/State Human Resources within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The OFM/State Human Resources will then make a written determination that will be provided to the employee.
- D. The Employer or employee may appeal the determination of the OFM/State Human Resources to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the OFM/State Human Resources. The Board will render a decision, which will be final and binding.
- E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the local Human Resources Office.

- F. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in [Article 29](#), Grievance Procedure

41.4 Effect of Reallocation

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and has the skills and abilities required of the position, the employee will remain in the position and retain their existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. The Employer may choose to promote the employee without competition as long as the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in [Article 34](#), Layoff and Recall, will apply. If the employee is appointed to the position, they must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain their existing appointment status.
2. If the employee does not have the skills and abilities required of the position, the layoff procedure specified in [Article 34](#), Layoff and Recall, will apply.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain their existing appointment status and has the right to be placed on the agency's internal layoff list for the classification the employee held permanent status in prior to the reallocation and in the General Government Transition Pool Program.
2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in [Article 34](#), Layoff and Recall, will apply.

41.5 Salary Impact of Reallocation

An employee whose position is reallocated will have their salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher

than the amount of the pre-promotional step. At the time of the reallocation, the agency head or designee may authorize an increase of the base salary up to a total of ten percent (10%). The base salary will not exceed the top of the range.

B. Reallocation to a Class With an Equal Salary Range Maximum

The employee retains their previous base salary.

C. Reallocation to a Class With a Lower Salary Range Maximum

The employee will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

41.6 The Employer will notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this agreement.

ARTICLE 42 COMPENSATION

*The provisions of this Article do not apply to Department of Corrections, see addendum.

42.1 General Service Pay Range Assignments

A. Effective July 1, ~~2021~~2023, each classification represented by the Union will continue to be assigned to the same salary range of the "General Service Salary Schedule it was assigned on June 30, ~~2021~~2023.

B. Effective July 1, ~~2021~~2023, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule they were assigned on June 30, ~~2021~~2023.

C. Effective July 1, 203, appendix S identifies classification specific salary adjustments and the salary range the classification is assigned. Salary will be determined in accordance with Article 41.1B

~~E~~D. Effective July 1, ~~2021~~2023, all ranges and steps of the General Service Salary Schedule will be increased by four percent (4%)~~effective July 1, 2020 through June 30, 2021 will remain in effect until June 30, 2022,~~ as shown in Appendix E. The salary increase is based on the General Service Salary Schedule in effect on June 30, 2023

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

EF. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this collective bargaining agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus the King County Premium pay (if applicable). If, after this consideration, the employee's salary is still below the local ordinance minimum wage the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.

FG. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

GH. Longevity Increase

All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.

HI. All employees earning a salary that is less than or equal to the state minimum wage will have their salaries adjusted in accordance with the state minimum wage act.

42.2 "GS1" Pay Range Assignments Recruitment or Retention – Compression or Inversion – Inequities

A. Effective July 1, ~~2021~~2023, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the "GS1" Salary Schedule it was assigned on June 30, ~~2021~~2023.

B. Effective July 1, ~~2021~~2023, each employee will continue to be assigned to the same range and step of the "GS1" Salary Schedule they were assigned on June 30, ~~2021~~2023.

C. Effective July 1, 2023, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned. Salary will be determined in accordance with Article 41.1.B.

ED. Effective July 1, 2021, all ranges and steps of the "GS1" Salary Schedule remain in effect until June 30, 2022 as shown in Appendix I.

DE. Effective July 1, 2022, all ranges and steps of the "GS1" Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix J. This salary increase is based on the "GS1" Salary Schedule in effect on June 30, 2022.

EF. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above will not receive the specified

increase to their current pay unless the new range encompasses their current rate of pay.

FG. Longevity Increase

All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.

42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or Inversion – Inequities

A. Effective July 1, ~~2021~~2023, each classification represented by the Union will continue to be assigned to the same step of the “N1” Range Salary Schedule that they were assigned on June 30, ~~2020~~2023.

B. Effective July 1, ~~2021~~2023, each employee will continue to be assigned to the same range and step of the “N1” salary schedule they were assigned on June 30, ~~2020~~2023.

C. Effective July 1, 203, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned. Salary will be determined in accordance with Article 41.1B.

~~ED.~~ Effective July 1, ~~2021~~2023, all salary ranges and steps of the “N1” Salary Schedule will be increased by four percent (4%)~~remain in effect until June 20, 2022 as shown in Appendix K. This salary increase in based on the “N1” Salary Schedule in effect on June 30, 2023~~

~~DE.~~ Effective July 1, ~~2022~~2024, all salary ranges and steps of the “N1” Salary Schedule will be increased by ~~three and twenty-five hundredths~~three percent (3.~~25~~3%), as shown in Appendix L. This salary increase in based on the “N1” Salary Schedule in effect on June 30, ~~2022~~2024.

~~EF.~~ Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

FG. Step U

Step U will be designated as twenty-six (26) years of experience and employees will advance to step U in accordance with Section 42.8, Periodic Increases.

42.4 “CC” Pay Range Assignments

For all CC pay range assignments, see Addendum “X”

~~A. Effective July 1, 2021, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the “CC” Range Salary Schedule it was assigned on June 30, 2021.~~

- ~~B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the “CC” Range Salary Schedule that they were assigned on June 30, 2021.~~
- ~~C. Effective July 1, 2021, all salary ranges and steps of the “CC” Range Salary Schedule will remain in effect until June 30, 2023 as shown in Appendix M.~~
- ~~D. Effective July 1, 2022, all salary ranges and steps of the “CC” Range Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix N. This salary increase is based on the “CC” Range Salary Schedule in effect on June 30, 2022.~~
- ~~E. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.~~
- ~~F. Longevity Increase
All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.~~

42.5 “IT” Professional Structure Pay Range Assignments

- A. Effective July 1, ~~2021~~2023, Appendix T identifies the salary range and classification assignment.
- B. Effective July 1, ~~2021~~2023, all salary ranges and steps of the “IT” Range Salary Schedule will be increased by four percent (4%)~~remain in effect until June 30, 2022 as shown in Appendix U.~~
- C. Effective July 1, ~~2022~~2024, all salary ranges and steps of the “IT” Range Salary Schedule will be increased by three ~~and twenty-five hundredths~~ percent (3.25%), as shown in Appendix V.
- D. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

42.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities

Effective July 1, ~~2019~~2023, targeted job classifications were assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities or inequities. Appendix S identifies the impacted job classifications, the effective dates and the salary range for which they were assigned.

42.7 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level

classification whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.
- C. In an emergent situation in the absence of an Attendant Counselor 2 or Attendant Counselor 3, when an Attendant Counselor 1 performs the duties of a shift charge, they will be compensated as an Attendant Counselor 2 relief shift charge for that shift.
- D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for filling behind an Attendant Counselor 3 in the event of absences, exclusive of annual leave, for fifteen (15) workdays in a calendar month. Payment at the Attendant Counselor 3 rate will begin on the 16th day of the Attendant Counselor 3 absence.
- E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the Psychiatric Security Attendant (PSA) rate of pay when working in a PSA post, unless it was the result of a shift exchange in accordance with [Article 6.17](#). Employees compensated in accordance with this Section will be paid at the same step in the PSA salary that they are currently assigned to at the MHT salary range.
- F. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades
The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.

42.8 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in [Sections 42.1, 42.2 42.3 and 42.4](#), above.

- A. The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant, certified (PA-C) will be governed by the “N1” Range Salary Schedule.
- B. An employee’s experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an “N1” range:
 - 1. RN and PA-C experience will be credited year for year.
 - 2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

42.9 Periodic Increases

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

- A. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee’s periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired above the minimum step of the pay range but below Step L will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee’s periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees governed by the “N1” range salary schedule that have reached Step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.
- E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with Subsections 42.9 A through C.
- F. Employees appointed to a bargaining unit position without previously having a periodic increment date set, will have their date set according to the following:
 - 1. The date of appointment to the bargaining unit position if coming from a Washington Management Service (WMS) or EMS position
or

2. Their original hire date into state service if hired at Step L of the range and there is no break in state service.

~~FG~~. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

~~GH~~. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades

The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.

42.10 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

B. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

C. Geographic Adjustments

The Appointing Authority may authorize more than the step increases specified in Subsections 42.9 A and B, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurses or Physicians Assistants

1. Promotional increases for classes requiring licensure as a registered nurse (RN) or physicians assistant, certified (PA-C) ("N" ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes which have pay range "N" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Section 42.3, which represents the greater of (a), (b) or (c) below.

- a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN). Experience will be credited as follows:
 - i. RN and PA-C experience will be credited year for year.
 - ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA-C experience, for a maximum credit of five (5) years.

Or

- b. Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.

Or

- c. The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class:
 - i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class;
 - ii. When the employee is promoted over an intervening class in the same class series;
 - iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion; or
 - iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

42.11 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than step M of the range.

42.12 Demotion

An employee who voluntarily demotes to another position with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

42.13 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class (regardless of assigned range), or a different class with the same salary range. Transferred employees will retain their current base salary. If the previous base salary exceeds the new range, the employee's base salary will be set to the new range maximum.

42.14 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

42.15 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

42.16 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in [Section 42.9](#).

42.17 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. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

42.18 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Section.

These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday, when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

- C. When an overtime-eligible employee volunteers to work on a scheduled day off, the employee is not entitled to callback under [Subsection 42.18 B.](#)
- D. An employee who is receiving standby pay is not entitled to callback pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.
- E. Emergency Schedule Changes – Departments of Agriculture and Transportation
If the Employer makes an emergency schedule change as defined in [Article 6](#), Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.19 Shift Premium

- A. For purposes of this Section, the following definitions apply:
1. “Evening shift” is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 2. “Night shift” is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of ~~one-two~~ dollars and fifty cents (~~\$1.00~~2.50) per hour will be paid to full-time employees under the following circumstances:
1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 2. Regularly scheduled day shift employees are entitled to shift premium when the employee’s regular or temporary scheduled work includes hours after 6:00 pm and before 6:00 am where no overtime, schedule change pay, or callback compensation is received. Shift premium for day shift employees is paid only for hours worked after 6:00 pm and before 6:00 am.
 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
 2. For assigned full evening or night shifts, as defined above in [Subsection 42.19 A.](#)
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in [Subsection 42.19 \(B\)\(1\)](#) were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the “regular rate.”
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

G. Employees that voluntarily request, and are approved, to work a flexible schedule that includes hours worked between 6:00 pm and 6:00 am will not be eligible for the payment of shift premiums contained in this Section 42.19.

42.20 Shift Premium for Registered Nurses and Related Classes

Registered Nurses 1 through 4 and related job classes requiring licensure as a registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security Nurses will receive ~~one~~ two dollars and fifty cents (\$~~1~~2.50) per hour shift differential for evening shift and night shift work.

42.21 King County Premium Pay

Employees assigned to a permanent duty station in King County will receive five (5) percent 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.

42.22 Supplemental Shift Premium for Nurses

For the classes of Registered Nurse 1 through 4, ~~and related job classes requiring licensure as a registered nurse,~~ supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

- A. One dollar (\$1.00) per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.
- B. ~~Three~~ Four dollars (\$~~3~~4.00) per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.
- C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.
- D. Supplemental shift premiums are not payable during hours other than those specified.

42.23 Split Shift

When an employee's assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee, except for registered nurses and related classes, will receive the shift premium rate designated in [Subsection 42.19 B](#) for all hours worked. Registered nurses and related classes will receive the premium rate set forth in [Section 42.20](#) for all hours worked. The provisions of [Subsections 42.19 D, E and F](#) will apply to employees working split shifts. Employees that voluntarily request, and are approved, to work a flexible schedule that includes a split shift will not be eligible for the payment of premiums contained in Article 42, Section 42.23.

42.24 Standby

- A. An employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off-duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Overtime-exempt employees will be compensated twenty-five dollars (\$25.00) for each day or portion thereof spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.
- F. Employees dispatched to emergency fire duty as defined by [RCW 38.52.010](#) are not eligible for standby pay.
- G. This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

42.25 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment, or
 2. When it is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.26 Labor & Industries Risk Class 7200/7201

Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of each year will receive a payment of ~~two hundred fifty~~five hundred dollars (\$~~250~~500.00). This payment will be treated as wages.

42.27 Salary Overpayment Recovery

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

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

B. Method of Payback

1. The employee must choose one of the following options for paying back the overpayment:
 - a. Voluntary wage deduction
 - b. Cash
 - c. Check
2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the agency and employee can agree to an amount that is more than the five percent (5%).
3. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency 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 29](#), Grievance Procedure, of this Agreement.

42.28 Assignment Pay/Special Pay Provisions

A. Assignment Pay

Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium. Classes approved for assignment pay are identified in Appendix O.

B. Special Pay Ranges

Special pay ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

C. All Assignment Pay rates and Special Pay Ranges and Notes are listed within Appendices O and P of this Agreement.

42.29 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by federal tax law or regulation.

42.30 Pre-tax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay the employee portion of health premiums on a pre-tax basis as permitted by federal tax law or regulation.

42.31 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

42.32 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

42.33 Special Commitment Center (DSHS)

Employees assigned to work on McNeil Island at the Special Commitment Center will receive ten dollars (\$10.00) premium pay for each day they are physically working on the Island. Days in a paid status not working on the Island will not qualify for their premium pay.

42.34 Fire Duty Compensation – Department of Social and Health Services (DSHS) and Department of Children, Youth, and Families (DCYF)

DSHS and DCYF employees sent to forest fire camps in charge of inmate or resident fire fighters for a period of twenty-four (24) hours or more will be on “extended duty assignment.” Employees on extended duty assignment will be considered to be on continuous duty from the time they commence such duty, including travel time to the fire, until they are released from duty, including travel time for return to their non-fire duty station.

- A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, plus up to three (3) hours for meals, provided that:
 - 1. The employee has no responsibility during time deducted for meal periods.
 - 2. The time deducted for sleep includes a period of five (5) continuous hours which are not interrupted by a call to work.
- B. Employees will not be entitled to receive callback pay for any work performed during the hours of an extended duty assignment or the transition back to their regular work schedule.
- C. While on extended duty assignment, the employee’s workweek will remain the same. However, an employee’s assigned work hours while on extended duty assignment may be different from their regularly assigned work hours. Work schedules for employees on extended duty assignment will be determined after camp has been set up.
- D. If an employee is directed to perform duties which extend beyond their assigned work hours, as determined in [Subsection 42.29](#) C above, they will be compensated at the overtime rate. If an employee is directed to return to duty without having had five (5) continuous hours off duty, the employee will be compensated at the overtime rate for all off-duty hours, in addition to the number of hours worked, until they are relieved from duty for five (5) consecutive hours. If an employee is directed to return to work after being off duty for five (5) consecutive hours but prior to their assigned shift, they will be compensated at the overtime rate for actual hours worked during the off-duty hours.
- E. There is no eligibility for standby pay during an extended duty assignment.
- F. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.

42.35 Fire Duty Compensation – Department of Natural Resources (DNR)

- A. Compensation for Typical Fire Suppression Duties and/or Participating in the DNR Fire Training Academy Implementation:
 DNR employees [and Department of Ecology Washington Conservation Corps \(WCC Crew\) Supervisors](#) performing fire suppression duties as defined in

[RCW 76.04.005](#)(22), or other emergency duties, or participating in the DNR Fire Training Academy implementation, when they are working under the incident command system will be compensated as follows:

1. Employees will be paid at a one and one half (1 ½) times the sum of their regular hourly rate (plus two dollars [\$2.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.
2. Two dollars (\$2.00) * is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours. The provisions of this Section do not apply to the DNR Fire Training Academy.
3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of [Article 7](#), Overtime.

*Note: If any other labor organization negotiates an amount greater than two dollars (\$2.00), then this amount will be increased to equal the greater amount.

B. Compensation When Deployed to a Closed Satellite Camp:

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

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

C. "Wild Fire Suppression and Other Emergency Duties," Appendix Q, provides direction on the non-compensation elements of fire duty.

42.36 Spill Response Team – Department of Ecology

A. In addition to the compensation described in [Article 7](#), Overtime, employees on spill response duty will be compensated as follows:

1. Employees will be in only one (1) pay status at a time. Employees cannot accrue standby pay and pay for time worked.

2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with [Subsection 42.24](#) D above, for all hours in standby status.
- B. Employees responding to a spill will be paid at a rate of one and one-half (1-1/2) times the employee's hourly salary (including the assignment pay) for time worked outside their normal work hours. "Responding to a spill" includes receiving phone calls and any required follow-up activities, field response, and any other activities as identified in the Spill Response Operations Manual.
- C. Employees permanently assigned to the Emergency Spill Response Team (full-time responders) will receive assignment pay per [Section 42.25](#), above. Employees not permanently assigned to the Emergency Response Team (after-hours responders) but who are designated by the Spill Response Section Manager as spill responders eligible for assignment pay, will receive two dollars and forty-four cents (\$2.44) per hour for each hour on duty in the assigned duty week that is outside of normal work hours as described in the Spill Response Operations Manual.

42.37 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in [Sections 42.34](#), [42.35](#), and [42.36](#) above, performing emergency/disaster duties when working full-time under a Level 2 or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

- A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- B. For those hours worked during the activation, one dollar (\$1.00) is added to an employee's regular rate in lieu of shift differential, split shift differential, and/or schedule change compensation.
- C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

~~42.38 Lump Sum~~

- ~~A. Effective July 1, 2022, bargaining unit employees will receive a lump sum amount as shown in Subsection B, who:~~

ARTICLE 43

HEALTH CARE BENEFITS AMOUNTS

* This MOU is included as an attachment in this article

- 43.1** A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will ~~contribute~~be an amount equal to eighty-five percent (85%) of the ~~total weighted average of the projected medical premium~~monthly premium for the self-insured Uniform medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). ~~The projected medical premium is the weighted average across all plans, across all tiers~~In no instance will the employee contribution be less than two percent of the EMC per month.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
1. In ways to support value-based benefits designs; and
 2. To comply with or manage the impacts of federal mandates.
- Value-based benefits designs will:
1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
 2. Use clinical evidence; and
 3. Be the decision of the PEB Board.
- C. Article 43.1 B will expire June 30, ~~2023~~2025.
- 43.2** A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.
- 43.3 Wellness**
- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

43.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

43.5 Medical Flexible Spending Arrangement

- A. During January ~~2022-2024~~ and again in January ~~2023-2025~~, the Employer will make available two hundred fifty dollars (\$250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020](#)(3), who meets the criteria in Subsection 43.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of ~~fifty thousand four dollars (\$50,004.00)~~sixty-thousand dollars (\$60,000) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB

health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

- E. ~~Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.~~

ARTICLE 44

TOBACCO FREE WORKPLACE

44.1 Applicability

This applies only to those employees who work at the Town Center campus located in Tumwater, the Department of Health's Public Health Laboratory located in Shoreline and the Department of Veteran Affairs home in Walla Walla.

- 44.2 The Employer may enforce a tobacco free working environment, which includes no use of tobacco or smoking in state vehicles and on agency premises (including parking lots and facilities), where employees are assigned to conduct official state business.

- 44.3 The Employer will have the right to confine employee tobacco use and smoking to specifically designated areas, or make entire campuses tobacco free. Prior to taking such an approach, the Employer will provide ninety (90) days notice to affected employees. The Employer will help identify smoking and tobacco cessation resources for employees who request help to stop smoking or using tobacco products.

- 44.4 For locations that are not tobacco free, and in accordance with [Article 38](#), the Employer may provide notice of their intent to change employee tobacco use to specifically designated areas.

ARTICLE 45

CONTRACTING

- 45.1 The Employer will determine which agency services will be subject to competitive contracting in accordance with [RCW 41.06.142](#), [WAC 200-320](#), and [WAC 357-43](#). Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with Employer's right to engage in competitive contracting. The Employer will notify the Union prior to notifying employees and will satisfy its collective bargaining obligation before contracting for bargaining unit work.

~~benefit, including exploring ways for employees to access information in preferred languages.~~

ARTICLE 44 TOBACCO FREE WORKPLACE

44.1 Applicability

This applies only to those employees who work at the Town Center campus located in Tumwater, the Department of Health's Public Health Laboratory located in Shoreline and the Department of Veteran Affairs home in Walla Walla.

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ARTICLE 45 CONTRACTING

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The Employer will make ongoing efforts to fill vacant, funded permanent bargaining unit positions while a staffing shortage necessitates contracting work temporarily.

45.2 The Employer will notify the Executive Director of the Union of the proposed contracting in writing. If known at the time of the written notification, the notice must include:

A. The location where the work will be performed;

- B. Whether or not the contract is for work customarily and historically performed by bargaining unit members within the impacted bargaining unit and location;
 - C. A description of the work to be contracted;
 - D. A description of the reasons for the contracting; and
 - E. The length and amount of the contract.
- 45.3** The Union will have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may contract for the work without the need for further negotiations.
- 45.4** In the event of conditions beyond the control of the Employer such as emergencies or mandated conditions requiring immediate implementation, the Employer will notify the Union in writing as soon as practicable.
- 45.5 Shared Services**
The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and/or provide services to other state agencies. It is further acknowledged that such expansion may have a beneficial financial impact to the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union.

ARTICLE 46

PRESUMPTION OF RESIGNATION

- 46.1 Unauthorized Absence**
When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have resigned from their position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence.
- 46.2 Notice of Separation**
When an employee is presumed to have resigned from their position, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee.
- 46.3 Petition for Reinstatement**
An employee who has received a separation notice may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail. The Employer must respond in writing to an employee's petition for reinstatement within seven (7) calendar days of receipt of the employee's petition.

46.4 Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

ARTICLE 47 WORKPLACE BEHAVIOR

- 47.1** The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 47.2** Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee, and/or the employee's union representative, is encouraged to report this behavior to the employee's supervisor or the Human Resources Office and/or file a grievance in accordance with [Article 29](#), Grievance Procedure. At no time will retaliatory behavior be tolerated for reporting inappropriate workplace behavior. Employees and/or Union representatives should identify complaints as inappropriate workplace behavior.
- 47.3** The Employer will look into the complaint and/or grievance and take appropriate action as necessary. If a complaint was filed, the employee and/or the union representative will be notified at the conclusion.
- 47.4** The Employer and the Union shall jointly make available training on this Article in electronic or in-person format. The training will be provided to Union representatives (UMCC committee members, shop stewards, paid Union staff, Union officers), supervisors, managers and Human Resource Office staff.
- 47.5** Grievances related to this Article may be processed through Step 4 of the grievance procedure outlined in [Article 29](#).

ARTICLE 48 CHILDCARE CENTER – LAKELAND VILLAGE

The Employer will provide the current space for the existing nonprofit childcare center on the grounds of Lakeland Village. The Employer may relocate or cancel the program with thirty (30) calendar days' notice.

ARTICLE 49 STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

ARTICLE 50

AGENCY SPECIFIC BARGAINING

50.1 Supplemental Bargaining (Except for the Department of Corrections)

- A. The parties will establish up to ten (10) supplemental tables. Additional supplemental tables may be established by mutual agreement.
- B. The Union will provide its agency-specific proposals to each agency, or the Agency will provide the Union, with a copy to the OFM/SHR/Labor Relations Section (labor.relations@ofm.wa.gov) by April 1, 2022 or the first workday thereafter. The Employer will provide its agency-specific proposals to the Union by May 1, 2022 or the first workday thereafter.
- C. In order to be submitted to a supplemental table, the proposal must be both agency-specific and non-compensation.
- D. Timeframes for the Conclusion of Supplemental Bargaining
 - 1. Each supplemental table must conclude negotiations by June 15;
 - 2. Tentative agreements reached at a supplemental table will be provided to the chief spokesperson of the Union and Employer by July 1; and
 - 3. Each supplemental table will have up to two (2) full days of negotiations, unless the parties mutually agree to additional days. By agreement, negotiation days may be broken up into partial days.
- E. Release Time

Except as modified in this Section, the terms of the parties' Collective Bargaining Agreement Subsection [39.12](#) A will apply for release for formal supplemental bargaining and Subsection 39.12 B will apply to release time for travel and preparation for supplemental bargaining.

 - 1. For the Department of Social and Health Services supplemental table, the Employer will approve release from schedule work of up to nine (9) employee representatives during the time negotiations are being conducted; and
 - 2. For all other supplemental tables, the Employer will approve release from scheduled work of up to five (5) employee representatives during the time negotiations are being conducted.
- F. Process if Parties Fail to Reach Agreement
 - 1. If the parties do not reach agreement on a proposal at a supplemental table, the proposal will return to the master negotiations table;
 - 2. Nothing precludes a party from withdrawing a proposal that was not agreed to at a supplemental table; and

3. Neither party can invoke the provision of [RCW 41.80.090](#) at a supplemental table.
- G. Any agreement reached at a supplemental table will be reduced to writing and signed by both parties for inclusion in or as an addendum to the 2023-2025 general government master collective bargaining agreement.

ARTICLE 51

ENTIRE AGREEMENT

- 51.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005—whether written or oral—is null and void, unless specifically preserved in this Agreement.
- 51.2 With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 51.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.
- 51.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 52

SAVINGS CLAUSE

If any court or administrative agency of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid Article, Section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

ARTICLE 53

DISTRIBUTION OF AGREEMENT

- 53.1 The Employer will post the Agreement on the Office of Financial Management's (OFM's) internet by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later.

The Employer will post the Agreement electronically on the OFM website on the effective date of the agreement and provide a copy to the lead Union negotiator in electronic format by the following January 2024 in print ready format in both Word and PDF.

Each agency will post the Agreement electronically on the agency's intranet after it is posted by OFM. The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link [via a state electronic device](#). Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned [or leased](#) equipment. [For employees who are not assigned to state offices and do not have ready access to state printer, Agencies will provide one printed copy to those employees upon request by the employee.](#)

~~53.2 Distribution of Printed Agreements for 24/7 Operations~~

The Employer and the Union will share the cost of printing this Agreement, ~~including in~~ Braille and large-print copies. ~~Printed Agreements (excluding Braille) will not include salary schedules and will be printed by union printers, on recycled paper and carry a union label. The Employer will provide all current and new employees with one (1) copy of the Agreement.~~

ARTICLE 54

TERM OF AGREEMENT

- 54.1** All provisions of this Agreement will become effective July 1, 2023~~1~~, and will remain in full force and effect through June 30, 2025~~3~~; 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.
- 54.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2022, and no later than January 31, 2022. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

APPENDIX A
BARGAINING UNITS REPRESENTED BY THE
WASHINGTON FEDERATION OF STATE EMPLOYEES

Agency	PERC Description	Order #
Agriculture	Non-Supervisory Classified Grain Branch, Fruit & Vegetable Inspection, Commission Merchants, Livestock Identification, Weights & Measures and Plant Services	12375
Arts Commission	Non-Supervisory Classified	8411
Office of Administrative Hearings	Call Center Customer Service Specialist	13526
Office of the Attorney General	AGO Professional Staff	13216
Blind Services	Non-Supervisory Classified – Agency wide	8429
	Supervisory Classified – Agency wide	8429
Blind, School	Agency wide – Institutions, excluding Teachers	8438
Center for Deaf and Hard of Hearing Youth	Non-Supervisory Classified – Institutions	8417
	Supervisory Classified - Institutions	8417
Commerce	Non-Supervisory Community Program Developers, Clerical, MA, FSM and PSS	12321
	Supervisory Community Program Developers	8385
Corrections	Non-Supervisory Community Corrections	11448
	Supervisors Community Corrections	8412
	Non-Supervisors – Warrants/Records Unit	9812
	Non-Supervisors – Program Coordinators	12054
CJTC	Agency wide	RU-369
CTS	Agency wide	12765
DCYF	Non-Supervisory Classified – Agency Wide	13399
	Supervisory Classified – Agency Wide	13399

Agency	PERC Description	Order #
DES	Non-Supervisory Capitol Facilities	11665
	Supervisory Capitol Facilities	11665
	Non-Supervisory Consolidated Mail Services	11656
	Contracts and Legal Services	11652
	Construction & Maintenance Supts.	11665
	Non-Supervisory Fleet Operations	11656
	Non-Supervisory Production Services	11656
DFW	Non-Supervisory Information Tech Services	8130
	Supervisory Business Services	8646
	IT Specialists in Wildlife Science Division	10962-A
	Technology & Financial Management, Public Affairs, Information Governance and Construction and Assessment Management	12575
DSHS	Non-Supervisory Institutions	13524
	Supervisors Institutions	12689-A
	Non-Supervisory Multiple Divisions/Units	12783
	Supervisors Multiple Divisions/Units	12783
	Non-Supervisory Vocational Rehabilitation	8421
	Supervisors Vocational Rehabilitation	9771
Ecology	Non-Supervisory Classified – Agency wide	12565
	Supervisors Washington Conservation Corps	12956
<u>Energy Facility Site Evaluation Council</u>	<u>Non-Supervisory Classified – Agency wide</u>	<u>13626</u>
ESD	Non-Supervisory Classified – Agency wide	8413
	Supervisory Classified – Agency wide	8413
<u>Financial Institutions</u>	<u>Non-Supervisory Classified – Enforcement Unit of the Customer Services Division</u>	<u>13558</u>
Health	Non-Supervisory Classified – Agency wide	12326
	Supervisors Center for Health Statistics	8427
Health Care Authority	Non-Supervisory Classified-Specific Classifications	12336
	Supervisory Medicaid Purchasing Administration Transfers	Laws of 2011, 1st Spec. Sess., ch 15 § 124(8)

Agency	PERC Description	Order #
Horse Racing Commission	Non-Supervisory Classified – Agency wide	8433
	Supervisory Classified – Agency wide	8433
Human Rights	Non-Supervisory Investigators & Specialists	RU-243
Industrial Appeals	Non-Supervisory Support Services	8430
	Support Services Supervisors	8430
Insurance Comm.	Non-Supervisory Classified – Agency wide	8199
L&I	Non-Supervisory Classified – Agency wide	8437
	Supervisory Classified – Agency wide	8437
Licensing	Non-Supervisory Classified – Agency wide	7991-A
	Supervisory Classified – Agency wide	8175
Lottery	Non-Supervisory District Sales Representatives	RU-576
Military	Emergency Management and Information Technology	10820
	Army Division (Office, Professional, Administrative and Clerical)	9641-B
	Washington Youth Academy	13611
Natural Resources	Non-Supervisory Residual Unit	8458-C
	Supervisory Residual Employees	8711
OMWBE	Non-Supervisory Classified	10720-A
Recreation and Conservation Office	Non-Supervisory Classified – Agency wide	8415
<u>Retirement Systems</u>	<u>Non-Supervisory Classified – Retirement Specialists</u>	<u>13621</u>
Parks	Non-Supervisory Classified – Agency wide	10707
	Supervisory Classified – Agency wide	8528
Secretary of State	Non-Supervisory Archives & Records	8195-A
	Supervisory Archives & Records	8195-A
	Non-Supervisory – Elections	12076
State Historical Society	Non-Supervisory Classified – Agency wide	12915

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

Agency	PERC Description	Order #
State Patrol	Non-Supervisory Mixed Classes – Agency wide	8469
	Non-Supervisory Service Workers at WSP Academy	RU-251
	Non-Supervisory Crime Laboratories	8425
	Supervisors Crime Laboratories	8425
	Non-Supervisory Fire Protection Services	8422
	Supervisors Fire Protection Services	8422
Transportation	Non-Supervisory Mixed Classes – Agency wide	12955
	Non-Supervisory Highway Maintenance	8364
	Supervisors Highway Maintenance	8364
UTC	Non-Supervisory – Agency wide	8546
	Non-Supervisory Motor Carrier Law Enforcement	RU-313
Veterans Affairs	Non-Supervisory Veteran's Homes	12407
	Supervisors Veteran's Homes	12408
WTECB		
	Agency wide	RU-191

APPENDIX B

JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2

1. **Board of Industrial Insurance Appeals**
IT Support Technician 2
2. **Center for Deaf and Hard of Hearing Youth**
Information Technology Specialist 3
Maintenance Mechanic 2
3. **Department of Agriculture**
~~Agricultural Commodity Inspector 1, 2, 3, 4, and 5~~
~~Agricultural Commodity Inspector 1, 2, 3, 4 and 5~~
~~Agricultural Commodity Inspector 1, 2, 3, 4, and 5~~
Agricultural Commodity Inspector 1, 2, 3, 4, and 5
~~Agricultural Technologist~~
Brand Inspector 1 and 2
Grain Inspector 1, 2 and 3
~~Grain Inspector 3~~
Grain Inspector Supervisor
Grain Sampler/Weigher
~~Livestock Investigator~~
Pest Biologist 1 and 2
~~Plant Services Specialist 1 and 2~~
~~Weights and Measures Inspector 1 and 2~~
~~Weights and Measures Supervisor~~
4. **Department of Children, Youth, and Families**
Juvenile Rehabilitation Coordinator (excluding Institutions)
Juvenile Rehabilitation Security Manager
Juvenile Rehabilitation Supervisor
Social Service Specialist 3 and 4
Social and Health Program Consultant 1 and 2
Social Service Training Specialist
5. **Department of Commerce**
Commerce Specialists 1 and 2
- ~~6. **Department of Corrections**
Community Corrections Specialist
Community Corrections Officer 1, 2 and 3
Corrections and Custody Officer 3 (Work Release only)
Corrections and Custody Officer 2 and 3 (Transport officers and Community Work Crew officers only)~~
76. **Department of Ecology**
Community Outreach & Environmental Education Specialist 1, 2, 3, and 4
Environmental Planner 1, 2, 3, 4 and 5

Environmental Specialist 1, 2, 3, 4, and 5

Information Technology Specialist 1, 2, 3, 4, and 5

Management Analyst 3, 4, and 5

Marine Transportation Safety Specialist 2 and 3

Natural Resource Scientist 1, 2, 3, and 4

~~Washington Conservation Corps (WCC Crew) Supervisors~~ ~~Washington~~

Conservation Corps (WCC Crew) Supervisors

87. Department of Fish and Wildlife

Carpenter

Construction and Maintenance Project Supervisor

Construction Project Coordinator 1, 2, and 3

Control Technician, Lead

Customer Service Specialist 2

Electrician

Electronics Technician

Equipment Operator 2

Equipment Technician 1, 2, and 3

Land Surveyor 2 and 3

Maintenance Mechanic 1, 2, and 3

Utility Worker 1, 2, 3, and 4

Welder/Fabricator

98. Department of Health

Health Care Investigator 1, 2, and 3

Investigator 3 and 4

Pharmacist Investigator

109. Department of Labor and Industries

Apprenticeship Consultant 2 and 3

Industrial Hygienist 2, 3 and 4

Industrial Relations Agent 2, 3, and 4

Investigator 2 and 3

Safety and Health Inspector 1, 2, 3 and 4

1110. Department of Social and Health Services

Attendant Counselor Manager

Community Worker

Developmental Disabilities Case/Resource Manager

Developmental Disabilities Outstation Manager

Food Manager 1

Forensic Therapists

Investigator 1 and 2

Long Term Care Surveyor

Program Specialist 3 (ESA/CSD Mobile CSO)

Quality Control Specialist

Residential Services Coordinator

Security Guard 3

Social Service Specialist 3 [and 4](#)
Social Service Training Specialist

~~12~~11. Employment Security Department
Information Technology Specialist 2, 3 and 4

~~13~~12. Horse Racing Commission
Investigator 1, 2 and 3
Racing Official 1 and 2

~~14~~13. Military Department
Emergency Management Program Specialist 1 and 2
Information Technology Specialist 2 and 3

~~15~~14. Office of the Insurance Commissioner
Financial Examiner 1

~~16~~15. Office of Minority and Women's Business Enterprises
Management Analyst 4

~~17~~16. Recreation and Conservation Office
Information Technology Specialist 2

~~18~~17. Utilities and Transportation Commission
Transportation Engineer 3 (Federal Rail Inspectors)
Rail Carrier Compliance Specialist (State Rail Inspectors)
Investigator 3 (Motor Carrier Inspectors)
Energy/Utilities Engineer 3 (Pipeline Inspectors)

~~19~~18. Washington State Historical Society
Preservation and Museum Specialist 1
Preservation and Museum Specialist 2
Preservation and Museum Specialist 3
Preservation and Museum Specialist 4
Program Coordinator
Maintenance Custodian
Information Technology Specialist 2

~~20~~19. Workforce Training and Education Coordinating Board
Information Technology Specialist 2

~~21~~20. Office of the Attorney General
Legal Assistant 1-4
Paralegal 1 [and 2](#) ~~3~~
AGO Investigator/Analyst
AGO Senior Investigator/Analyst
AGO Investigator/Analyst Supervisor
Maintenance Mechanic 1
Maintenance Mechanic 2

APPENDIX C LAYOFF UNITS

1. **Arts Commission**
The agency is designated as the single layoff unit.
2. **Board of Industrial Insurance Appeals**
The agency is designated as the single layoff unit.
3. **Center for Deaf and Hard of Hearing Youth**
The agency is designated as the single layoff unit.
4. **Criminal Justice Training Commission**
The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

5. **Department of Agriculture**
Layoff units will be by order as follows:

A. Division by County

The employee's division within the county in which the permanent workstation is located.

- 1) For the purposes of the execution of this section, the following counties will be combined as a single layoff unit:

- a. Chelan and Douglas
- b. Benton and Franklin
- c. Clark and Cowlitz
- d. Grant and Adams

B. County Only

If no option is available within the division/county layoff unit, the entire agency within the county in which the employee's permanent workstation is located will be considered the layoff unit.

- 1) For the purposes of the execution of this section, the following counties will be combined as a single layoff unit:

- a. Chelan and Douglas
- b. Benton and Franklin
- c. Clark and Cowlitz

d. Grant and Adams

C. Entire Division/Statewide

If no option is available within the county layoff unit, the employee's division throughout the entire state will be considered the layoff unit.

D. Entire Agency

If no option is available within the division/statewide layoff unit, the entire department statewide will be considered the layoff unit.

~~Each of the following constitutes a separate layoff unit.~~

~~COMMODITY INSPECTION DIVISION~~

~~1. Grain Inspection Program~~

~~The layoff unit will first be each of the grain offices with the exception of the Kalama/Longview grain offices. Due to the close proximity, the Kalama/Longview grain offices will constitute a single layoff unit. If no options are available, the layoff unit will expand to statewide.~~

~~2. Fruit and Vegetable Inspection~~

~~The layoff units will be as follows:~~

~~A. Brewster and Chelan~~

~~B. Quincy and Othello~~

~~C. Wenatchee~~

~~D. Yakima~~

~~E. Wapato~~

~~F. Paseo~~

~~G. Mt. Vernon~~

~~3. Seed Program~~

~~The Seed Program will constitute a single layoff unit.~~

~~PLANT PROTECTION DIVISION~~

~~1. Pest Program~~

~~The Pest Program will constitute a single layoff unit.~~

~~2. Plant Services Program~~

~~The Plant Services Program will constitute a single layoff unit.~~

~~3. Commission Merchants and Weights and Measures Programs~~

~~These programs together will constitute a single layoff unit.~~

ANIMAL SERVICES DIVISION~~1. **Brand Program**~~~~The Brand Program will constitute a single layoff unit.~~**6. Department of Children, Youth, and Families**

The DCYF layoff units shall be as described below:

- A. Excluding institutions, County of the official duty station
- B. If no option is available within the county layoff unit, the unit expands to a specified county grouping layoff unit as defined in the table below. (Note: if your official duty station is in the county in Column A, your layoff unit at this step will include the county in Column A and the counties in Column B).

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman, Walla Walla, Columbia
Benton	Franklin, Grant, Walla Walla, Yakima, Klickitat
Chelan	Kittitas, Grant, Douglas, Okanogan
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman, Asotin
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman, Walla Walla
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln, Yakima
Grays Harbor	Lewis, Mason, Pacific, Thurston, Jefferson
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason, Grays Harbor
King	Kitsap, Pierce, Snohomish
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima, Benton
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wahkiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wahkiakum

Column A	Column B
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis, Klickitat
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman, Asotin, Garfield
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat, Grant

- C. If no option is available within the specified county grouping layoff unit as defined above, then the unit expands to a regional layoff unit. The regional layoff unit is determined by the county of the employee's official duty station. For example, if the employee's official duty station is in Pierce County, the regional layoff unit is Region 5.
- D. If no option is available within the Regional Layoff unit above, the department statewide will be considered the layoff unit.

For institutions only: the institution in which the employee works will be the primary layoff unit. If not option is available within the institution proceed through subsection A-D above.

7. Department of Commerce

Layoff units will be by order as follows:

- A. Division by County
The employee's division within the county in which the permanent workstation is located.
- B. County Only
If no option is available within the division/county layoff unit, the entire agency within the county in which the employee's permanent workstation is located will be considered the layoff unit.
- C. Entire Division/Statewide
If no option is available within the county layoff unit, the employee's division throughout the entire state will be considered the layoff unit.

D. Entire Agency

If no option is available within the division/statewide layoff unit, the entire department statewide will be considered the layoff unit.

8. **Department of Corrections**

Layoff units will be by order as follows.

A. County

The county in which the employee's permanent workstation is located.

B. Neighboring County Group

If no option is available within the county layoff unit, the unit expands to a neighboring county group layoff unit as defined in the table below. Neighboring counties are adjoining counties that share a land border or are connected by a bridge. (Note: If your permanent workstation is in the county in Column A, your layoff unit at this step will include the counties in Column B).

Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
Adams	Franklin; Grant; Lincoln; Whitman
Asotin	Garfield; Whitman
Benton	Franklin; Grant; Klickitat; Yakima; Walla Walla
Chelan	Douglas; Kittitas; Okanogan
Clallam	Jefferson
Clark	Cowlitz; Skamania
Columbia	Garfield; Walla Walla; Whitman
Cowlitz	Clark; Lewis; Skamania; Wahkiakum
Douglas	Chelan; Grant; Kittitas; Okanogan
Ferry	Lincoln; Okanogan; Stevens
Franklin	Adams; Benton; Grant; Walla Walla; Whitman
Garfield	Asotin; Columbia; Whitman
Grant	Adams; Benton; Douglas; Franklin; Lincoln; Kittitas; Okanogan; Yakima
Grays Harbor	Jefferson; Lewis; Mason; Pacific; Thurston
Island	Skagit
Jefferson	Clallam; Kitsap; Grays Harbor; Mason
King	Pierce; Snohomish
Kitsap	Jefferson; Mason; Pierce
Kittitas	Chelan; Douglas; Grant; Yakima
Klickitat	Yakima; Benton
Lewis	Cowlitz; Grays Harbor; Pacific; Pierce; Skamania; Thurston; Wahkiakum

Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
Lincoln	Adams; Ferry; Grant; Okanogan; Spokane; Stevens; Whitman
Mason	Grays Harbor; Jefferson; Kitsap; Thurston
Okanogan	Chelan; Douglas; Ferry; Grant; Lincoln
Pacific	Grays Harbor; Lewis; Wahkiakum
Pend Oreille	Spokane; Stevens
Pierce	King; Kitsap; Lewis; Thurston
San Juan	None
Skagit	Island; Snohomish; Whatcom
Skamania	Clark; Cowlitz; Lewis
Snohomish	King; Skagit
Spokane	Lincoln; Pend Oreille; Stevens; Whitman
Stevens	Ferry; Lincoln; Pend Oreille; Spokane
Thurston	Grays Harbor; Lewis; Mason; Pierce
Wahkiakum	Cowlitz; Lewis; Pacific
Walla Walla	Benton; Columbia; Franklin
Whatcom	Skagit
Whitman	Adams; Asotin; Columbia; Franklin; Garfield; Lincoln; Spokane
Yakima	Benton; Grant; Kittitas; Klickitat

C. Statewide

If no option is available within the neighboring county group layoff unit, the department statewide will be considered the layoff unit.

9. Department of Ecology

The county in which the employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

10. Department of Fish and Wildlife

The following will constitute separate layoff units.

- A. All classified support staff.
- B. Programs headed by an Assistant Director, except all classified support staff.
- C. Director's office, except all classified support staff.

In each layoff unit the first option will be within the county of the position's official duty station. If there are no options in the county, the search expands to the bordering counties within the layoff unit. If there are no options in the bordering counties, the search expands to statewide within the layoff

unit. If no option is available in the state within the layoff unit, the unit expands to the department statewide.

11. Department of Enterprise Services

A. Western Washington Region

The layoff unit will first be the county in which the employee's permanent workstation is located. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

B. Eastern Washington Region

The layoff unit will first be the county in which the employee's permanent workstation is located. If there are no options in the county the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

12. Department of Health

The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

13. Consolidated Technology Services

The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

14. Department of Labor and Industries

The county in which an employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the bordering counties, and then the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

15. Department of Licensing

The department is separated into six (6) layoff units. These layoff units are described as follows.

1. Layoff Unit 1

Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam Counties. *(Western Washington region)

2. Layoff Unit 2

King County. *(Western Washington region)

3. Layoff Unit 3

Pierce and Kitsap Counties. *(Western Washington Region)

4. Layoff Unit 4

Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat (White Salmon only), Skamania and Grays Harbor Counties. *(Western Washington Region)

5. Layoff Unit 5
Douglas, Okanogan, Ferry, Stevens, Pend-Oreille, Lincoln, Spokane and Chelan Counties. *(Eastern Washington Region)
6. Layoff Unit 6
Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin, Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties. *(Eastern Washington Region)

If there are no options available in the layoff unit, the applicable *region shall be considered the layoff unit.

If there are no options available in the applicable region, the layoff unit shall be statewide.

16. Department of Natural Resources

- A. For All Employees except Seasonal Career Employees the Layoff Units are:
 1. For positions located in the Natural Resources Building (NRB), the layoff unit will first be within the NRB, and if no options are available, then to the department statewide.
 2. For positions located in a region, the layoff unit will first be within the region in which the position is located, and if no options are available, then to the department statewide.
- B. For Seasonal Career Employees, the Layoff Units are:
 1. The district within which the position is assigned; or
 2. The region excluding district positions, if the position is assigned to a region but does not report to a district: or
 3. The division if the position is assigned to a division

17. Department of Social and Health Services

- A. Excluding Institutions: The county in which an employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the county group. If no option is available in the county group, the unit expands to the region. If there is no option available within the region, the unit expands to the department statewide.
- B. For institutions only: The institution in which the employee works will be the primary layoff unit. If no option is available within the institution layoff unit, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the county group. If no option is available in the county group, the unit expands to the region. If no option is available within the region, the unit expands to the department

statewide. Within the Developmental Disabilities Administration institutions, State Operated Living Facilities (SOLA) will be considered part of the institution layoff unit for the purpose of identifying layoff options.

C. County Group:

Group 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and Yakima.

Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

Group 4: King

Group 5: Kitsap, and Pierce.

Group 6: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat, Lewis, Mason, Pacific, Skamania, Thurston, and Wahkiakum.

18. Department of Transportation

Layoff units are as follows.

A. Headquarters Layoff Unit

The layoff unit for headquarters employees includes all positions located in Thurston County. This layoff unit does not include positions assigned to the Olympic Region.

B. Right of Way Layoff Units

Employees will be offered available layoff options, first within the employee's local layoff unit. The local layoff units are the Transportation Building and the region Real Estate Services Offices, where the employee's permanent duty station is located. Local layoff units will not cross layoff unit boundaries. If the employee has no option within the local layoff unit to remain at his/her present class or at the next lower class in which the employee has permanent status, the employee's layoff unit will expand to include all bargaining unit positions within the Department.

C. Eastern Region, North Central Region, Olympic Region, South Central Region and Southwest Region Layoff Units

The local layoff unit for Maintenance employees includes all positions (including out-stationed Headquarters positions) located in the Maintenance Area within which the employee's official duty station is located.

The local layoff unit for all other employees includes all positions (including out-stationed Headquarters positions) located in the county within which the employee's official duty station is located.

If no option is available within the local layoff unit, the unit expands to include all positions (including out-stationed Headquarters positions) located in the region. The Olympic Region layoff unit does not include out-stationed Headquarters positions.

D. Northwest Area Layoff Units

The Northwest Area layoff unit includes all employees and positions in the Northwest Region, Planning and Policy office, Aviation Division, Washington State Ferries, and out-stationed Headquarters employees and positions.

1. Maintenance Employees

The local layoff unit for Maintenance employees includes all positions (including out-stationed Headquarters positions) located in the Maintenance Area where the employee's official duty station is located.

2. Northwest Region Employees

The local layoff unit for NW Region employees whose official duty station is located in King, Whatcom, Skagit, Island or Snohomish county includes all positions (including out-stationed HQ positions) located in the county within which the employee's official duty station is located. This layoff unit does not include positions assigned to the Washington State Ferries.

3. Aviation Division Employees

The local layoff unit for Aviation Division employees includes all positions (including out-stationed HQ positions) assigned to the division.

4. Washington State Ferries

The local layoff unit for employees includes all positions (including out-stationed HQ positions) located with the Washington State Ferries. The local layoff unit for general service employees includes all general service and out-stationed Headquarters positions located within the Washington State Ferries.

If no option is available within any of these local layoff units, the unit expands to include all positions (including out-stationed HQ positions) located in the Northwest Area layoff unit.

19. Department of Veterans Affairs

The following will constitute the layoff units for the department.

- A. For employees in Western Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

- B. For employees in Eastern Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

20. Employment Security Department

- A. County of the official duty station
- B. If no option is available within the county layoff unit, the unit expands to a specified county grouping layoff unit as defined in the table below. (Note: If your official duty station is in the county in Column A, your layoff unit at this step will include the county in Column A and the counties in Column B).

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman
Benton	Franklin, Grant, Walla Walla, Yakima
Chelan	Kittitas, Grant, Douglas
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln
Grays Harbor	Lewis, Mason, Pacific, Thurston
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason
King	Kitsap, Pierce, Snohomish, Thurston
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wakiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wakiakum

Column A	Column B
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, King, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat

- C. If no option is available within the specified county grouping layoff unit as defined in Subsection 2.B above, then the unit expands to a regional layoff unit as defined below. The regional layoff unit is determined by the county of the employee's official duty station. For example, if the employee's official duty station is in Pierce County, the regional layoff unit is Unit A.
1. Regional Layoff Unit A includes: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Klickitat, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, and Whatcom
 2. Regional Layoff Unit B includes: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima
- D. If no option is available within the Regional Layoff unit as defined in Subsection 2.C. above, the department statewide will be considered the layoff unit.
- 21. Health Care Authority**
The layoff unit will first be to the county in which the position is located, and if no options are available, then to the department statewide.
- 22. Horse Racing Commission**
A single statewide layoff unit.
- 23. Human Rights Commission**
The agency is designated as the single layoff unit.

24. Military Department

The agency is designated as the single layoff unit.

25. Office of the Attorney General

For purposes of determining layoff options, layoff units are determined as follows in order of priority:

1. The county layoff unit is the primary layoff unit;
2. The region layoff unit;
3. The statewide layoff unit.

The county layoff unit is the primary layoff unit and is the county in which an employee's work station is located.

The region layoff unit is the region in which an employee's work station is located. There are four regions in the state: Northwest Region, Southwest Region, Central Region and Eastern Region. The statewide layoff unit is all AGO offices statewide.

26. Office of the Insurance Commissioner

The layoff unit for general service employees is an expanding layoff unit.

- A. For employees in Western Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.
- B. For employees in Eastern Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

27. Office of Minority and Women's Business Enterprises

The agency is designated as the single layoff unit.

28. Parks and Recreation Commission

The agency is designated as the single layoff unit.

29. Recreation & Conservation Office

The agency is designated as the single layoff unit.

30. School for the Blind

The agency is designated as the single layoff unit.

31. Secretary of State

The layoff unit for general service employees is an expanding layoff unit.

- A. For employees in Western Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

- B. For employees in Eastern Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.
- 32. Services for the Blind**
The agency is designated as the single layoff unit.
- 33. Utilities and Transportation Commission**
The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.
- 34. Washington State Historical Society**
The agency is designated as the single layoff unit.
- 35. Washington State Lottery**
The layoff unit will first be the region in which the position is located, and if no options are available, then to the department statewide.
- 36. Washington State Patrol**
The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.
- 37. Workforce Training and Education Coordinating Board**
The agency is designated as the single layoff unit.

APPENDIX D

LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION COMMITTEES

1. **Department of Corrections**
In each region.
2. **Department of Fish and Wildlife**
One (1) committee for each bargaining unit.
3. **Department of Health**
Shoreline Campus
4. **Department of Labor and Industries**
Division of Occupational Safety and Health, Insurance Services and Field Services.
5. **Department of Children, Youth and Families**
 - a. One for each region of child welfare field operations ~~and institution with an Appointing Authority~~
 - b. One for each JR institution. ~~by Appointing Authority~~
 - c. One for the Eastern Regions (Regions 1 and 2) of Juvenile Rehabilitation Community Facilities, Reentry and Parole.
 - d. One for the Western regions (Regions 3, 4, 5, and 6) of Juvenile Rehabilitation community Facilities, Reentry and Parole. Licensing
 - e. ~~One for Provider Supports~~

Early Learning
6. **Department of Social and Health Services**
One (1) at each institution and by Appointing Authority in each region, one (1) Regional Business Services in each region, one (1) at each Competency Restoration Program facility (Maple Lane and fort Steilacoom), one (1) at each behavioral health civil center (Maple Lane and Brockmann Campus), one (1) Consolidated ~~Institutional~~ Business Services (CIBS), and one (1) ~~Consolidated~~ Maintenance and Operations Division Operations (€MOD). For €MOD and ~~CIBS~~ only, if requested by the Union, up to three (3) additional employee representatives will be allowed to attend local level UMCC meetings.

~~One (1) UMCC for State Operated Living Alternatives (SOLAs) within each region.~~

~~One (1) UMCC for State Operated Living Alternatives (SOLAs) within each region.~~
7. **Department of Transportation**
In each region and one (1) for headquarters.
8. **Department of Veterans Affairs**
One (1) at each institution.

9. Employment Security Department

One (1) in each of the following divisions:

- a. Executive Programs
- b. Finance & Administrative Services
- c. Employment Connections
- d. Human Resources
- e. Information Technology Services
- f. Paid Family and Medical Leave
- g. Policy, Data, Performance and Integrity
- h. Unemployment Insurance Customer Support

10. Military Department

One (1) in each of the following areas:

- a. Camp Murray
- b. Washington Youth Academy

11. Parks and Recreation Commission:

In each region and one (1) for headquarters.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX E

General Service Salary Schedule

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX F

General Service Salary Schedule

***PLACEHOLDER**

APPENDIX G

TELEWORK

Teleworking is a business practice that benefits the state of Washington, employees, the economy and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption and our carbon footprint. Telework may result in economic, organizational and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work life balance.

Definition

Telework is the practice of using mobile technology to perform required job functions from home, a state satellite location or another management approved location.

Position Eligibility

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to changing business conditions or customer service needs. ~~However, employees on approved telework agreements shall not have their telework status changed unless provided at least 30 day's notice by the Employer.~~ The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day ~~provided the Employer provides at least 24 hour's notice, in accordance with their telework agreement.~~

Telework Requests and Agreements

An employee may submit a written request to their Employer for approval to telework in accordance with agency policy and the Employer will provide a written response. The Employer may consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's policies and operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement. Employees may appeal a denied request through their Appointing Authority. A telework agreement shall not change an employee's duty station. Employees living in a county with a cost-of-living adjustment shall not receive the adjustment unless their duty station is located in that county. Approved telework plans shall terminate upon transfer to a new division or work unit. Transferring employees wishing to continue telework must submit a new request. The telework agreement, and any modifications, must be kept on file at the primary worksite and in the employee's official personnel file.

Changes to Existing Telework Agreements

The Employer reserves the right to reduce, modify or eliminate an employee telework agreement based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. Except for instances where the elimination of a telework agreement is for performance and/or attendance issues, the Employer will address modifications to a telework agreement with the employee a minimum of ~~seven~~ ~~seven-thirty (7307)~~ ~~seven (7)~~ calendar days prior to making those

modifications. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.

Eligibility, denial, modification or elimination of a telework agreement is not considered a schedule change and is not grievable under Article 29 of the Collective Bargaining Agreement.

APPENDIX H

COMPRESSION AND INVERSION ADJUSTMENTS FOR FOURTEEN DOLLARS AN HOUR MINIMUM WAGE

Class Code	Class Title	Current Range	New Range
105E	Administrative Assistant 1	32	35
105F	Administrative Assistant 2	35	37
105G	Administrative Assistant 3	39	40
674G	Cook 1	30	31
678K	Custodian 3	32	35
678L	Custodian 4	36	37
102A	Customer Service Specialist 1	32	35
102B	Customer Service Specialist 2	35	37
100W	Data Consultant 1	31	34
100X	Data Consultant 2	34	36
100Y	Data Consultant 3	37	38
148M	Fiscal Technician 2	32	33
148N	Fiscal Technician 3	35	36
148O	Fiscal Technician Lead	36	37
148P	Fiscal Technician Supervisor	39	40
675G	Food Service Worker Lead	31	33
521K	Forest Nursery Lead	30	33
591J	Grounds & Nursery Services Specialist 2	30	32
591K	Grounds & Nursery Services Specialist 3	33	34
119E	Human Resource Consultant 1	45	46
119F	Human Resource Consultant 2	50	51
119G	Human Resource Consultant 3	54	55
119H	Human Resource Consultant 4	58	59
123F	Human Resource Consultant Assistant 2	41	42
150E	Insurance Technician 1	32	33
678H	Maintenance Custodian	31	34
282E	Medical Transcriptionist 1	33	34
282F	Medical Transcriptionist 2	36	37
282G	Medical Transcriptionist Lead	39	40
282H	Medical Transcriptionist Supervisor	43	44
521H	Natural Resource Worker 2	31	32
100J	Office Assistant 3	31	34
100K	Office Assistant Lead	33	36
100L	Office Support Supervisor 1	36	38
101G	PBX & Telephone Operator	31	34
101H	PBX Chief Operator	33	36
107M	Program Assistant	32	35

TENTATIVE AGREEMENT ONLY.

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Class Code	Class Title	Current Range	New Range
107N	Program Coordinator	37	38
100S	Secretary	30	33
100U	Secretary Lead	36	37
100T	Secretary Senior	33	35
116G	Stockroom Attendant 3	32	35

TENTATIVE AGREEMENT ONLY.

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APPENDIX I

“GS1” Range Salary Schedule

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX J
“GS1” Range Salary Schedule

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX K

“N1” RANGE SALARY SCHEDULE

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX L

“N1” Range Salary Schedule

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX M
“CC” Range Salary Schedule

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

APPENDIX N

“CC” Range Salary Schedule

***PLACEHOLDER**

APPENDIX O

ASSIGNMENT PAY

~~This Appendix has been modified by an MOU effective May 16, 2022~~

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference#
Bridge Maintenance Specialist 1	597F	See Reference	5, 21, 22
Bridge Maintenance Specialist 2	597G	See Reference	5, 21, 22
Bridge Maintenance Specialist 3	597K	See Reference	5, 22
Bridge Maintenance Specialist Lead	597N	See Reference	5, 21, 22
Construction & Maintenance Project Lead	627F	See Reference	3, 39
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Lead	627F	See References	3, 39
Construction & Maintenance Project Supervisor	627G	See References	3, 39
Custodian 1	378I	5 percent	9
Custodian 2	678J	5 percent	9
Electrician	608F	5 percent	51
Equipment Operator 1	618R	See Reference ¹⁰ percent	12
Ferry Operator Assistant	653P	10 percent	5
Highway Maintenance Worker 1	596P	See Reference	5, 16, 22, 36, 69
Highway Maintenance Worker 2	596R	See Reference	5, 16, 22, 36, 69
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22, 36, 69
Compliance Industrial Safety and Health Investigator 1	New	10 percent	56
Industrial Hygienist Compliance Industrial Safety and Health Investigator 2	394E New	10 percent	56
Industrial Hygienist Compliance Industrial Safety and Health Investigator 3	394F New	10 percent	56

GROUP A			
Class Title	Class Code	Premium	Reference#
Industrial Hygienist Compliance Industrial Safety and Health Investigator 4	394G New	10 percent	56
Compliance Industrial Safety and Health Investigator 5	New	10 percent	56
Compliance Industrial Safety and Health Investigator 6	New	10 percent	56
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22
Bridge Maintenance Specialist Lead	597N	See References	5, 21, 22
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	See Reference 10 percent	5
Maintenance Specialist 3	596J	See Reference 10 percent	5
Maintenance Specialist 5	596L	See Reference	21
Bridge Maintenance Specialist 3	597I	See References	5, 22
Highway Maintenance Worker 1	596P	See References	5, 16, 22, 36
Highway Maintenance Worker 2	596Q	See References	5, 16, 22, 36
Bridge Maintenance Specialist 1	597F	See References	5, 21, 22
Bridge Maintenance Specialist 2	597G	See References	5, 21, 22
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	101H	5 percent	4
Psychiatric Security Attendant Forensic Care Associate 1	347J	5 percent	11
Forensic Care Associate 2	New	5 percent	11
Forensic Care Associate 3	New	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Occupational Safety and Health Specialist Professional 1	392E	10 percent	56
Occupational Safety and Health Specialist Professional 2	392F	10 percent	56
Occupational Safety and Health Specialist Professional 3	392G	10 percent	56

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GROUP A			
Class Title	Class Code	Premium	Reference#
<u>Occupational Safety and Health Specialist</u> 4	392H	10 percent	56
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Traffic Safety Systems Operator 1	401A	10 percent	40
Traffic Safety Systems Operator 3	401C	10 percent	40
Traffic Safety Systems Operator 4	401D	10 percent	40
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

GROUP B		
Assigned Duty	Premium	Reference#
Part A – DSHS: Adult Protective Services (APS)		
Part B – DCYF: Licensing Child Protective Services (CPS), Child Welfare CPS, Child and Family Welfare Services (CFWS), Family Assessment Response (FAR), and Family Volunteer Services (FVS); Child Protective Services, Child Welfare Family Services, Adoption Services, and Family Reconciliation Services, Family Voluntary Services.	10 percent	New A
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DCYF, DFW, DSHS, Parks)	See Reference \$10.00/hour	37B
Certified Instructors (DOC)	See Reference \$15.00/hour	50
Specialty Teams (DOC)	5 percent	59
Clerical Crime Lab Support (WSP)	5 percent	25
Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62
CSR Team and SIR Team (WSP)	3 percent	27
Designated Corridors, Night Shift (DOT)	See Reference \$2.00/hour	49
Driving Fish Hauling Trucks (DFW)	See Reference 40 percent	26
Dual Language Requirement	5 percent	18
Enhanced Drivers License (DOL)	10 percent	43
Emergency Spill Response Team (ECY)	See Reference	24
Heavy Equipment Mechanic work greater than 26,000 lbs.	20 percent	New B
Illegal Encampments Right of Way (DOT)	10 percent	48
Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62
Patient Resident Supervision (DCYF, DSHS)	5 percent	1
Patient Transport (DSHS)	10 percent See Reference	17
Pesticide Sprayers (DOT)	10 percent See Reference	16
SCUBA Diving/DPIC Requirement	\$10.00/hour	3
Training Certification and Re-Certification	\$10.00/hour	New C
Tree felling duties (DOT)	See Reference	63

GROUP C			
Agency/Class Code	Class Title	Location	Increase
Department of Agriculture			
567A	Grain Sampler/Weigher	Seattle	5 percent
567B	Grain Inspector 1	Seattle	5 percent
567C	Grain Inspector 2	Seattle	5 percent
567D	Grain Inspector 3	Seattle	5 percent
567E	Grain Inspector Supervisor	Seattle	5 percent
Department of Children, Youth and Families			
355H	Juvenile Rehabilitation Resident Counselor	Lewis Co. and Yakima Co.	5 percent
355K	Juvenile Rehabilitation Supervisor Counselor 3	Lewis Co. and Yakima Co.	5 percent
Department of Social and Health Services			
168K	DDS Adjudicator 3	King Co.	2.5 percent
168M	DDS Adjudicator 4	King Co.	2.5 percent
168L	DDS Adjudicator 5	King Co.	2.5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	22.5 percent
592W	Electronics Technician	Fircrest School	+2.5 percent
602K	Stationary Engineer 2	Fircrest School	12.5 percent
602L	Stationary Engineer 3	Fircrest School	12.5 percent
306P	Occupational Therapist 3	Lakeland Village	10 percent
306P	Occupational Therapist 3	Pierce Co.	5 percent
306R	Occupational Therapist Supervisor	Pierce Co.	5 percent
3104I	Occupational Therapy Assistant 2	Pierce Co.	5 percent
306V	Physical Therapist 3	Lakeland Village	15 percent
306R	Occupational Therapist Supervisor	Rainier School	10 percent
308G	Speech Pathologist/Audiologist 3	Rainier School	10 percent
362F	Psychologist - Forensic Evaluator	Special Commitment Center	5 percent
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			
<u>597F</u>	<u>Bridge Maintenance Specialist 1</u>	<u>Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville</u>	<u>10 percent</u>

GROUP C			
Agency/Class Code	Class Title	Location	Increase
597F	Bridge Maintenance Specialist 1	Enumclaw	10.5 percent
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597G	Bridge Maintenance Specialist 2	Enumclaw	10.5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent
597N	Bridge Maintenance Specialist Lead	Bellevue, Lakewood, Tacoma	10 percent
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600J	Equipment Technician 2	Enumclaw	10.5 percent
600K	Equipment Technician 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600K	Equipment Technician 3	Enumclaw	10.5 percent
600L	Equipment Technician Lead	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent,	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
600L	Equipment Technician Lead	Enumclaw	10.5 percent
600M	Equipment Technician Supervisor	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except King County and Region HQ)	10 percent
148M	Fiscal Technician 2	King County	5 percent
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596P	Highway Maintenance Worker 1	Enumclaw	10.5 percent
596R	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Enumclaw, Everett, Greenwater, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
596R	Highway Maintenance Worker 2	Enumclaw	5 percent
596S	Highway Maintenance Worker 3	Enumclaw, Greenwater,	5 percent
596S	Highway Maintenance Worker 3	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596X	Highway Maintenance Worker 4	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596X	Highway Maintenance Worker 4	Enumclaw, Greenwater	5 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596T	Highway Maintenance Supervisor	Enumclaw	10.5 percent
626L	Maintenance Mechanic 3	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
626M	Maintenance Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle,	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Shoreline, Woodinville	
598P	Maintenance Operations Assistant Superintendent	Seattle or Shoreline	10 percent
596I	Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10.5 percent
596I	Maintenance Specialist 2	Enumclaw	5 percent
596J	Maintenance Specialist 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596J	Maintenance Specialist 3	Enumclaw	10.5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent
597N	Bridge Maintenance Specialist Lead	Bellevue, Lakewood, Tacoma	10 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596T	Highway Maintenance Supervisor	Enumclaw	5 percent
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Renton, Seattle, Shoreline, Tacoma, Woodinville	
596P	Highway Maintenance Worker 1	Enumclaw	5 percent
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597F	Bridge Maintenance Specialist 1	Enumclaw	5 percent
596Q	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Greenwater, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596Q	Highway Maintenance Worker 2	Enumclaw	5 percent
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597G	Bridge Maintenance Specialist 2	Enumclaw	5 percent
179I	Property & Acquisition Specialist 1	Northwest Region (except King County)	2.5 percent
179J	Property & Acquisition Specialist 2	Headquarters, Eastern Region, Olympic Region, Northwest Region	5 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		(except King County)	
179K	Property & Acquisition Specialist 3	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	10 percent
179K	Property & Acquisition Specialist 3	King County	5 percent
179L	Property & Acquisition Specialist 4	Headquarters, Eastern Region, Olympic Region (except King County)	7.5 percent
179L	Property & Acquisition Specialist 4	King County	2.5 percent
179M	Property & Acquisition Specialist 5	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	7.5 percent
179M	Property & Acquisition Specialist 5	King County	2.5 percent
179N	Property & Acquisition Specialist 6	Olympia	7.5 percent
179N	Property & Acquisition Specialist 6	Seattle	2.5 percent
179N	Property & Acquisition Specialist 6	Spokane	7.5 percent
530M	Transportation Engineer 3 (Cadastral)	Northwest Region (except King County)	10 percent
530M	Transportation Engineer 3 (Cadastral)	King County	5 percent
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office (Shoreline/King County)	5 percent
100V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett, King County [except Region HQ])	5 percent
Department of Veteran Affairs			
311E	Dietitian 1	Retsil	5 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
Office of Attorney General			
425E	Legal Assistant 1	King County	10 percent
425F	Legal Assistant 2	King County	15 percent
425G	Legal Assistant 3	King County	15 percent
425G	Legal Assistant 3	Thurston County	10 percent
425H	Legal Assistant 4	King County	15 percent
425H	Legal Assistant 4	Thurston County	10 percent
425I	Legal Administrative Manager	King County	15 percent
425I	Legal Administrative Manager	Thurston County	10 percent
Washington State Patrol			
396L	Deputy State Fire Marshal	North Bend	2.5 percent
Washington Center for Deaf and Hard of Hearing Youth			
257J	Residential/Student Life Counselor	Vancouver	5 percent
Washington State School for the Blind			
257J	Residential/Student Life Counselor	Vancouver	5 percent

REFERENCE #1:

Within the Department of Social and Health Services for the supervision, training, and mentoring of individuals with intellectual disabilities, or individuals with symptoms and behaviors related to significant mental illness; or in the Department of Children, Youth, and Families ~~or DSHS~~ for the supervision, training, and mentoring of Juvenile Rehabilitation (JR) institution residents or Department of Corrections offenders residing in JR facilities. Basic salary plus five percent (5%).

REFERENCE #2:

For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a month shall be paid to employees in this class.

REFERENCE #3:

For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

REFERENCE #4:

For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus five percent (5%).

REFERENCE #5:

For assigned operation of highway equipment rated above the employee's classification. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four-range increase over the Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid for actual operations that continue for at least one (1) hour. Equipment operation that lasts for less than one (1) continuous hour shall not qualify the operator for premium pay.

Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate.

REFERENCE #9:

For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus five percent (5%) ~~two (2) ranges~~ will also be paid to designated working supervisor of floor crew.

REFERENCE #11:

For successful completion of the Department of Social and Health Services approved core curriculum which consists of forty-five (45) college quarter credit hours or its equivalent in semester hours and current participation in the development and implementation of assigned aspects of individual resident treatment activities. Basic salary plus five percent (5%).

REFERENCE #12:

Employees assigned to operate equipment above this level shall be compensated basic salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the higher rate on each day they operate the higher level equipment.

REFERENCE #14:

For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary plus ten percent (10%).

REFERENCE #16:

For mixing, record keeping, and application of pesticides by a licensed Department of Transportation spray operator. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four-range increase over the Highway Maintenance Worker 2 class. Employees who are responsible for actual mixing, record keeping, and spraying of pesticide as documented by completion and signature of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at least one (1) hour. Mixing, record keeping, and application of pesticides that last for less than one (1) hour shall not qualify employees for assignment pay.

REFERENCE #17:

Payable to DSHS staff in classifications below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%). Payable for the greater of actual operating time or two (2) hours. Applicable only to the Department of Social and Health Services.

REFERENCE #18:

Employees in any position whose current assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more

~~foreign~~-additional languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%).

REFERENCE #20:

Basic salary plus ten percent (10%) for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and a pressurized respirator.

REFERENCE #21:

Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

REFERENCE #22:

Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck.

REFERENCE #24:

Part A: Within the Department of Ecology, basic salary plus ten percent (10%) to designated employees permanently assigned to the Emergency Spill Response Team.

Part B: Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for each hour on duty in the assigned duty week outside of normal work hours to designated employees not permanently assigned to the Emergency Spill Response Team.

REFERENCE #25:

Basic salary plus five percent (5%) for crime lab support staff performing evidence handling activities.

REFERENCE #26:

Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for employees with a Class A or Class B Commercial Driver's License performing the following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL truck for authorized maintenance, fish loading or unloading, pre and post trip inspections, and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter on an hour-for-hour basis, rounded up to an hour.

REFERENCE #27:

Basic salary plus three percent (3%) to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team.

REFERENCE #29:

Upon review from OFM State Human Resources and negotiations with OFM Labor Relations Section employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the

effective operation of the agency, will be compensated basic salary plus specified percentages as detailed in the Group C listing.

REFERENCE #35:

Basic salary plus five percent (5%) for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission.

REFERENCE #36:

Basic salary plus ten percent (10%) while performing back flow valve testing.

REFERENCE #37B (WFSE Only):

Excluding employees whose assigned duties are classification specific or position specific, within the Washington State Parks and Recreation Commission, Department of Children, Youth, and Families, and the Department of Social and Health Services, certified instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range.

REFERENCE #39:

Construction and Maintenance Project Lead and Construction and Maintenance Project Supervisor positions assigned to marine crew will be compensated basic salary plus ten percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on each day they operate Class C equipment.

REFERENCE #40:

~~Basic salary plus ten percent (10%) will be paid to Department of Transportation employees in the northwest region permanently assigned to the I-90 tunnel and are responsible to monitor, maintain, and operate the highly complex and specialized tunnel systems located only at the I-90 tunnel.~~

REFERENCE #43:

Basic salary plus ten percent (10%) shall be paid to Department of Licensing employees who have successfully completed the DOL-sponsored Enhanced Drivers License Training Course and have been qualified and permanently assigned to denote US Citizenship and issue a Washington State enhanced driver's license or enhanced identification card.

REFERENCE #48:

Basic salary plus ten percent (10%) will be paid to Department of Transportation employees when assigned by the employer to work in or remove illegal encampments within State Right of Way.

REFERENCE #49:

Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees permanently or temporarily assigned to crews that maintain designated corridors on night shift because heavy congestion on the roadway prevents these activities from occurring

during the day. Employees temporarily assigned to night shift to perform snow and ice removal do not qualify for the premium.

REFERENCE #50:

Within the Department of Corrections (excluding those assigned to the Training and Development Unit and Emergency Operations Unit), certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol maintenance, will be compensated at basic salary plus fifteen dollars (\$15.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training.

REFERENCE #51:

Within the Department of Enterprise Services, basic salary plus five percent (5%) for work assigned on and/or testing of high voltage distribution systems of 751 volts or more and will be rounded up to the nearest hour.

REFERENCE #53:

Within the Washington State Parks and Recreation Commission, basic salary plus seven and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such duties will be assigned in writing and as directed by management.

REFERENCE #55:

Basic salary plus two and one half percent (2.5%) for Security Guards and Residential Rehabilitation Counselors within the Department of Social and Health Services that are assigned to the Special Commitment Center (SCC) firefighting response team.

REFERENCE #56:

Within the Department of Labor and Industries, conditional to serious hazard exposure as defined by [RCW 49.17.180\(6\)](#): ~~Industrial Hygienists~~[Compliance Industrial Safety and Health Investigators](#) and [Occupational Safety & Health Specialists](#)~~Professionals~~ will be compensated basic salary plus ten percent (10%) for each hour they are required to use personal protective equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous worksite to consult, inspect or investigate where serious hazards are present.

REFERENCE #59:

Basic salary plus five percent (5%) shall be paid to trained and qualified employees who are assigned members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT), Crisis Negotiation Team (CNT) and Critical Incident Stress Management (CISM). Assignment pay under this reference shall be paid on an hour for hour basis for every hour worked during an authorized team related assignment or training.

REFERENCE #62:

Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Northwest High Intensity Drug Trafficking Area [and Organized Crime Intelligence Unit](#) employees for performing criminal intelligence and investigative analysis work. Activities include de-confliction communications with other government public safety agencies for officer safety.[; De-confliction of case information to ensure that officers are not taking](#)

action in conflict of another active investigation. ~~d~~Developing criminal link to associates and family members for known or potential criminal activities.~~;~~ Participatin in profferand interviews~~ing~~ with detectives, subjects' individuals and ~~their~~ attorneys. Participating in the service of state and federal search warrants.

REFERENCE #63:

For certified Department of Transportation employees in positions permanently assigned duties that include tree evaluation and felling. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary representing a four (4) range increase over the Highway Maintenance Worker 2 class for each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.

REFERENCE #NEW A:

Part A – DSHS: Basic salary range plus ten percent (10%) for Social Service Specialists 3, 4 and 5s who perform unannounced visits in unregulated environments, such as private residences, to conduct investigations for allegations of abuse and/or neglect of vulnerable adultsindividuals.

Part B – DCYF: Basic salary range plus ten percent (10%) for Social Service Specialists 3, 4 and 5s who perform visits in unregulated environments, such as private residences, to conduct investigations for allegations of abuse and/or neglect to assess the safety of vulnerable children.

REFERENCE #NEW B:

Base salary plus twenty percent (20%) for heavy equipment mechanics, within the Equipment Technician series, required to regularly perform as part of their assigned duties hands-on mechanical maintenance, diagnostics, fabrication, calibration, and repair work on heavy equipment and vehicles greater than 26,000 GVW.

REFERENCE #NEW C:

Certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol maintenance within the Criminal Justice Training Commission will be compensated at basic salary plus ten dollars (\$10.00) per hour for every hour engaged in giving instruction in certification and re-certification training.

APPENDIX P

SPECIAL PAY RANGES AND NOTES

These ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

“E” RANGE:

This range is used for classes having a prevailing pay range that is shorter than Washington’s standard ranges. An “E” range is a standard range with the first four (4) steps removed. Thus, the first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

“D” RANGE:

This range is a single rate per hour equivalent to the State's minimum wage. It is payable to employees who have dog handler assignments, and only while they are off duty, but are still required to care for the dog in their charge (usually at home). Work time to be paid at "D" range includes but is not limited to time required for daily feeding, exercising, grooming, and emergency health care of the dog, and care and cleaning of the kennel.

“G” RANGE:

This range is used for classes having a prevailing pay range which is shorter than Washington’s standard ranges. A “G” range is a standard range with the first six steps removed. Thus, the first step of such a range is the same as Step G of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

“GS1” RANGE:

This range applies to the following specific job classes:

Physician 2, Physician 3, ~~Psychiatric Social Worker 2, and Psychiatric Social Worker 3.~~
Periodic increases are made at the same intervals as through standard ranges.

“I” RANGE:

This range is five (5) ranges higher than the range approved for Lottery District Sales Representative and it may be applied only to those classifications. Use of this range is limited to sales incentive programs which: (a) may not exceed thirteen (13) weeks for any program; (b) may not exceed four (4) programs in any consecutive twelve (12) months; (c) require achievement of specific goals which are set for each program by the lottery, such goals to be in excess of normal performance standards for the class. At its discretion, Lottery may designate the fourth (4th) quarter incentive program in any fiscal year to compensate employees for the achievement of annual goals. This provision may not be applied to any quarter other than the fourth (4th).

Lottery is authorized to compensate individual employees on the “I” range for not more than three (3) months as a result of any one (1) sales incentive program, with the number of months as stipulated in the incentive program announcement. Within these limits, movement of any employee to and from the “I” range will be at the discretion of the

Lottery, and shall be from and to the same step, subject to change by the employee's periodic increment date.

“J” RANGE:

This range is a single rate per hour equivalent to range 62, step K. Use is limited to Lottery employees who volunteer and are selected for lottery drawing duty as one (1) of the following: (a) The Lottery Drawing Official (LDO); (b) the Lottery Security Official (LSO); or (c) the Headquarters Drawing Official (HDO), as described under Lottery procedures.

Employees performing these functions during their normal working shift will not be eligible for “J” range compensation. Employees performing these functions outside of their shift will be compensated by the “J” rate on an hourly basis with a two (2)-hour minimum per drawing period.

“N1” RANGE:

This range applies to nurses represented by the Washington Federation of State Employees and is used for classes requiring licensure as a registered nurse and having a prevailing pay range which is longer than Washington's standard ranges. An “N1” range is a standard range, step A through K, with ten (10) added steps, L through U. Periodic increases through step K of these ranges are made at the same intervals as through standard ranges. Thereafter, an employee receives a one-step increase based on years of experience up to the maximum step of the range.

“CC” RANGE:

This range applies to specific job classes in the Department of Corrections. The specific job classes are: Community Corrections Assistant, Community Corrections Officers 1-3, Community Corrections Specialists, Corrections Specialist 3, Correctional Mental Health Counselors 2 and 3, Corrections & Custody Officer 2 and 3, and Correctional Hearings Officer 3 and 4. Periodic increases are made at the same intervals as through standard ranges.

“IT” RANGE:

This range applies to the job classifications assigned to the Information Technology Professional structure. Employees within an IT job family and job level will be assigned to one range on the IT salary schedule. Periodic increases through the steps of a range are made at the same intervals as through standard ranges. Each range on the IT salary schedule is independent and not related to the other ranges within the schedule.

APPENDIX Q

WILD FIRE SUPPRESSION AND OTHER EMERGENCY DUTIES

1. Fire Duty Compensation – Department of Natural Resources (DNR)

The provisions of this Appendix apply to DNR employees when performing wild fire suppression, DNR Fire Training Academy implementation, or other emergency duties under the incident command system.

2. Fire Season Work Schedules

While the state's fire season is in effect, work schedules for wild fire suppression personnel may be assigned that are other than Monday through Friday and 8:00 am to 4:30 pm. Such fire season schedules will provide for equitable rotation if requested by a majority of the affected employees.

For those employees whose permanent or temporary duty station is a correctional facility, DNR will establish by April 15 each year a priority list for assigning overtime when assignments are not determined by closest forces. Employees may request to drop to the bottom of such priority list for a specified length of time with reasonable notice to their first-line management supervisor. The priority list will be posted in a place visible to employees.

3. Rotational Fire Duty Standby

While the state's fire season is in effect, separate rotational standby schedules may be established for the incident command system positions of Division Supervisor, Task Force Leader, and Resource Boss. If established, the rotational schedules would be posted in region and division offices and updated weekly. Actual rotation would not begin or continue except as authorized by the Employer. The Employer will make pagers or similar communication devices available to employees if on rotational standby for deployment as a Division Supervisor, Task Force Leader, or Resource Boss.

4. Agreement Applies to All Deployments

- A. Wild fire suppression working conditions as specified in this Agreement are considered usual and customary in any wild fire suppression operation to which the Employer has deployed employees.
- B. On all fires, DNR will designate a knowledgeable agency representative or contact to ensure compliance with provisions of this Agreement.

5. Length of Deployment

- A. The Employer retains sole authority to dispatch employees to fires even when dispatched to inter-agency fires.
- B. Employees will receive one day of rest and recuperation after ten (10) consecutive days of deployment away from the duty station for wildfire suppression duty. If the rest and recuperation day falls on a Sunday or a holiday, the employee will be permitted to have the Sunday or holiday off and take the rest and recuperation day on the following day. If an employee

is unable to be scheduled for the rest and recuperation day during deployment and can continue to work safely, the rest and recuperation day will occur on the first calendar day, excluding Sundays and holidays, after returning from fire duty to the employee's regular duty station.

If an employee's deployment for wildfire suppression exceeds twenty-one (21) days, an additional rest and recuperation day will be earned. If the employee was unable to take the first rest and recuperation day after 10 consecutive days, both rest and recuperation days will occur on the first calendar day, excluding Sundays and holidays, after returning from fire duty to the employee's regular duty station.

- C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating the consecutive days of deployment in Subsection B above. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest and recuperation leave is paid at the employee's straight time hourly rate.
- D. When a rest and recuperation period as discussed above does not occur because of scheduling considerations before release from fire suppression duty away from an employee's duty station, the employee will take rest and recuperation miscellaneous leave on the first calendar day, excluding Sundays and holidays, after returning from fire duty to the employee's regular duty station.
- E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Region/Division Manager, the DNR Resource Protection Division Manager, and the employee. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days will include provision for scheduling a rest and recuperation period if not already taken at the earliest opportunity consistent with safety and scheduling considerations.

6. Normal Rest Periods

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

7. Fit for Duty

As in all other instances, employees while deployed to wild fire suppression and/or other emergency duty under the incident command system are responsible within their means to be physically able to resume their duties at the start of each work shift.

8. Fire Camp

- A. DNR employees are not required to remain in wild fire base camp during off duty hours.
- B. When a wild fire suppression base camp is established for overnight operation and one-way travel to the nearest community does not unreasonably exceed one (1) hour, the Employer will, except when precluded by extraordinary circumstances, provide for round trip transportation to the nearest community for employees who are off duty.

9. Laundry Services

After five (5) consecutive calendar days away from their duty station, employees deployed to emergency duty under the incident command system will be entitled to laundry services until released from emergency duty. If contracted laundry services are not provided, employees will be reimbursed for laundry costs incurred pursuant to Office of Financial Management, State Administrative and Accounting Manual, Subsection [10.60.10](#).

10. Return to Normal Duties

- A. Upon return to normal duties following release from extended emergency duty under the incident command system, the Employer will provide work for an employee during regular scheduled hours if there is work that the employee can perform safely and productively. If in the immediate supervisor's judgment, there is not work that the employee can safely and productively perform, the immediate supervisor will direct the employee to go off duty and will notify the employee when scheduled to return to duty. If an employee is directed to rest at the duty station, the directed rest time at the duty station is duty time.
- B. If an employee returning from extended emergency duty under the incident command system is directed to go off duty or desires to go off duty, the employee may request to be allowed to delay the start of his or her normal schedule of regular hours and to make up regular shift hours during the remainder of the workday or during the remainder of the workweek without incurring overtime. The Employer will within reason approve such employee requests. The Union acknowledges there may be circumstances that preclude approving a request. When regular hours are made up during the remainder of the workday or during the remainder of the workweek, the regular hours are paid at the straight time rate. If an employee returning from extended emergency duty under the incident command system requests to use accrued vacation leave, the Employer will within reason approve the employee request.

11. Meals

All employees involved in fire suppression efforts who are required to remain on duty after 7:00 p.m. are entitled to a nutritious meal and to an additional meal for every four (4) hours of continuous work thereafter, unless an unpaid meal period is

provided. Employees who are traveling will not stop for a meal in order to extend duty beyond 7:00 p.m.

- A. In emergency situations, on short notice, when an employee is required to report for duty three (3) or more hours prior to his or her normal work shift, the employee is entitled to a nutritious meal.
- B. Meal delivery requirements may be flexible to facilitate a hot or a better quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of a majority of the employees involved.

12. Sleeping Bags

On a project fire, each employee who remains at the site will be provided a sleeping bag and a sleeping pad of good quality.

13. Inclement Weather Facilities

On a project fire during inclement weather, reasonably warm and dry facilities will be provided as soon as possible for eating and sleeping.

14. Shower Facilities

On a project fire, shower facilities including soap will be made available as soon as possible except when precluded by extraordinary circumstances.

15. Air Quality

Upon request, DNR will provide N-95 particulate masks for use in fire camps. Particulate masks may not be used on the fire lines. DNR commits to further discussions with the union regarding firefighter respiratory health.

APPENDIX R

JOB CLASSIFICATIONS – TWELVE MONTH PROBATIONARY PERIOD

1. **Arts Commission**
 Administrative Assistant 3 and 4
 Information Technology Specialist 3
 Preservation and Museum Specialist 4
 Office Assistant 3
2. **Department of Agriculture**
 Agricultural Aide
 Agricultural Commodity Inspector 1, 2, and 3 (Seed Inspection Program only)
 Brand Inspector 1
 Laboratory Assistant 1 and 2
 Plant Services Specialist 1 and 2
 Agricultural Commodity Inspector 2, 3 (Fruit and Vegetable Inspection Program only)
3. **Department of Children, Youth, and Families**
 Social Service Specialist 1, 2, 3 and 4
 Procurement & Supply Specialist 1
 Public Benefits Specialist 2 (9 month)
4. **Department of Corrections – [the parties agree to defer this proposal to the DOC Supplemental table](#)**
 Community Corrections Officer 1
[Community Corrections Officer 2](#)
[Corrections and Custody Officer 1](#)
[Corrections and Custody Officer 2](#)
[Corrections and Custody Officer 3](#)
5. **[Department of Financial Institutions](#)**
[Financial Legal Examiner 2](#)
56. **Department of Labor & Industries**
 Industrial Hygienists 2, 3, 4 (DOSH only)
 Safety and Health Specialists 1, 2, 3, 4 (DOSH only)
67. **Department of Licensing**
 Business and Professions Auditor 1, 3, and 4
 Vehicle Service Liaison Officer 1 and 2
78. **Department of Social and Health Services**
 Adult Training Specialist 1
 Attendant Counselor 1
 Claims Officer 1 – Department of Social and Health Services
 DDS Adjudicator 1
 Developmental Disabilities Case/Resource Manager Trainee

Public Benefits Specialist 2 (9 months, excluding HCS)
 Public Benefits Specialist 2 (HCS only)
 Procurement and Supply Specialist 1
 Social Service Specialist 1, 2, 3, and 4
 Support Enforcement Officer 1
 Vocational Rehabilitation Counselor 2 and 3

89. Department of Transportation
 Highway Maintenance Worker 1 and 2

910. Horse Racing Commission
 Racing License Specialist
 Racing Official Assistant
 Racing Official 1 and 2
 Racing Pari-Mutuel Inspector
 Racing Steward

1011. Office of the Attorney General
 AGO Investigator/Analyst
 AGO Senior Investigator/Analyst
 AGO Investigator/Analyst Supervisor
 Clinical Health Care Investigator
 Financial Examiner 1
 Financial Examiner 2
 Financial Examiner 3
 Financial Examiner 4
 Financial Legal Examiner 1
 Financial Legal Examiner 2
 Financial Legal Examiner 3
 Financial Legal Examiner 4

1112. Office of the Insurance Commissioner
 Health Insurance Advisor 1 and 2

1213. Parks and Recreation Commission
 Park Ranger 1, 2, 3, and 4

1314. Services for the Blind
 Vocational Rehabilitation Counselor 3 and 4

1415. Utilities and Transportation Commission
 Transportation Engineers 3 (Federal Rail Inspectors)
 Rail Carrier Compliance Specialist (State Rail Inspectors)
 Investigator 3 (Motor Carrier Inspectors)
 Energy/Utilities Engineer 3 (Pipeline Inspectors)

1516. Washington State Historical Society
 Preservation and Museum Specialist 2
 Preservation and Museum Specialist 3
 Preservation and Museum Specialist 4

Program Specialist 5
Capital Projects Coordinator 2
Information Technology Specialist 2

1617. Washington State Patrol
Forensic Scientist 1, 2, 3, 4, and 5
Fingerprint Technician 1 and 2

APPENDIX S

CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS AND NEW JOB CLASSIFICATIONS

*The provisions of this Appendix do not apply to Department of Corrections, see DOC supplemental addendum.

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/20 23 ¹⁹
<u>654F</u>	<u>Aircraft Pilot 2</u>	<u>3 Ranges</u>
<u>New</u>	<u>Aircraft Pilot 3</u>	<u>Range 67</u>
<u>New</u>	<u>Aircraft Pilot 4</u>	<u>Range 72</u>
<u>181A</u>	<u>Administrative Hearings Specialist</u>	<u>Range 55</u>
<u>181B</u>	<u>Administrative Hearings Supervisor</u>	<u>Range 58</u>
<u>429C</u>	<u>AGO Investigator Analyst</u>	<u>2 Ranges</u>
<u>429D</u>	<u>AGO Senior Investigator Analyst</u>	<u>2-1 Ranges</u>
<u>429E</u>	<u>AGO Investigator Analyst Supervisor</u>	<u>2-1 Ranges</u>
<u>568G</u>	<u>Agricultural Commodity Inspector 1</u>	<u>Range 32</u>
<u>568I</u>	<u>Agricultural Commodity Inspector 2</u>	<u>Range 36</u>
<u>568J</u>	<u>Agricultural Commodity Inspector 3</u>	<u>Range 42</u>
<u>568K</u>	<u>Agricultural Commodity Inspector 4</u>	<u>Range 46</u>
<u>568M</u>	<u>Agricultural Commodity Inspector 5</u>	<u>Range 53</u>
<u>568L</u>	<u>Agricultural Commodity Inspection Supervisor</u>	<u>Range 56</u>
<u>120C</u>	<u>Apprenticeship Consultant 3</u>	<u>4 Ranges</u>
<u>120D</u>	<u>Apprenticeship Consultant 4</u>	<u>4 Ranges</u>
<u>396K</u>	<u>Assistant Deputy State Fire Marshal</u>	<u>Range 48</u>
<u>345F</u>	<u>Attendant Counselor 1</u>	<u>2 Ranges</u>
<u>345G</u>	<u>Attendant Counselor 2</u>	<u>2 Ranges</u>
<u>345H</u>	<u>Attendant Counselor 3</u>	<u>2 Ranges</u>
<u>345J</u>	<u>Attendant Counselor Manager</u>	<u>2 Ranges</u>
<u>158B</u>	<u>Audit Specialist—DOT 2</u>	<u>2 Ranges</u>
<u>158C</u>	<u>Audit Specialist—DOT 3</u>	<u>3 Ranges</u>
<u>158D</u>	<u>Audit Specialist—DOT 4</u>	<u>4 Ranges</u>
<u>618M</u>	<u>Auto Mechanic</u>	<u>6-2 Ranges</u>
<u>618N</u>	<u>Auto Mechanic Lead</u>	<u>6-2 Ranges</u>
<u>618O</u>	<u>Auto Mechanic Supervisor</u>	<u>6-2 Ranges</u>
<u>618Q</u>	<u>Auto Body Repair Tech</u>	<u>6-2 Ranges</u>
<u>597F</u>	<u>Bridge Maint Specialist 1</u>	<u>6-3 Ranges</u>
<u>597G</u>	<u>Bridge Maint Specialist 2</u>	<u>6-2 Ranges</u>
<u>597K</u>	<u>Bridge Maint Specialist 3</u>	<u>6-2 Ranges</u>

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 19
597N	Bridge Maint Specialist Lead	4-5 Ranges
147D	Budget Analyst 4	3 Ranges
515P	Chemist 1	2 Ranges
515Q	Chemist 2	2 Ranges
515R	Chemist 3	2 Ranges
515S	Chemist 4	2 Ranges
602N	Chief Engineer	4-5 Ranges
424A	Claims Officer 1 – DSHS	1-4 Range
424B	Claims Officer 2 - DSHS	1-6 4-5 1 Ranges
424C	Claims Officer 3 - DSHS	2-7 6-7 Ranges
424D	Claims Officer 4 - DSHS	2-7 6-7 Ranges
285X	Clinical Nurse Specialist	24 Ranges
New	Compliance Industrial Safety & Health Investigator 1	Range 56
New	Compliance Industrial Safety & Health Investigator 2	Range 60
New	Compliance Industrial Safety & Health Investigator 3	Range 66
New	Compliance Industrial Safety & Health Investigator 4	Range 67
New	Compliance Industrial Safety & Health Investigator 5	Range 69
New	Compliance Industrial Safety & Health Investigator 6	Range 75
674G	Cook 1	4-5 Ranges
674H	Cook 2	4-5 Ranges
674I	Cook 3	4-5 Ranges
678I	Custodian 1	1-5 4-5 Ranges
678J	Custodian 2	1-5 4-5 Ranges
678K	Custodian 3	1-5 4-5 Ranges
678L	Custodian 4	2-5 4-5 Ranges
678M	Custodian 5	2-5 4-5 Ranges
125A	Data Consultant 1	Range 43
125B	Data Consultant 2	Range 46
125C	Data Consultant 3	Range 52
125C	Data Consultant 3	2 Ranges
125D	Data Consultant 4	Range 58
125D	Data Consultant 4	2 Ranges
257G	Deaf Interpreter 3	5-6 4-5 Ranges
New	Dental Assistant 2	Range 49
396L	Deputy State Fire Marshall	5 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 19
351U	Developmental Disability Case/Resource Manager	1 Range
351V	Developmental Disability Outstation Manager	1 Range
351X	Developmental Disability Administrator	2 Ranges
468M	DDS Adjudicator 4	Range 58
468L	DDS Adjudicator 5	3 Ranges
311E	Dietician 1	2 Ranges
311F	Dietician 2	2 Ranges
New	Ecology Youth Corps Supervisor	Range 41
502J	Economic Analyst 1	2 Ranges
502K	Economic Analyst 2	2 Ranges
502L	Economic Analyst 3	2 Ranges
391O	Elevator Inspector 2	2 Ranges
391D	Elevator Inspector 3	Range 66
391P	Elevator Inspector Supervisor/Technical Specialist	5 Ranges
542S	Environmental Planner 2	2 Ranges
542T	Environmental Planner 3	2 Ranges
542U	Environmental Planner 4	2 Ranges
542V	Environmental Planner 5	2 Ranges
New	Enterprise Contracts & Procurement Specialist 1	Range 54
New	Enterprise Contracts & Procurement Specialist 2	Range 58
New	Enterprise Contracts & Procurement Specialist 3	Range 62
536E	Environmental Engineer 1	1 Range
536I	Environmental Engineer 5	1 Range
536J	Environmental Engineer 6	2 Ranges
523G	Environmental Specialist 3	3-4-4-4-4 Ranges
523H	Environmental Specialist 4	3-4-4-4-4 Ranges
523X	Environmental Specialist 5	3-4-4-4-4 Ranges
600J	Equipment Technician 2	2 Ranges
New	ES Benefits Specialist 4	Range 58
New	ES Benefits Technician	Range 42
New	External Civil Rights Compliance Specialist 1	Range 47
New	External Civil Rights Compliance Specialist 2	Range 53

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 19
<u>New</u>	<u>External Civil Rights Compliance Specialist 3</u>	<u>Range 59</u>
<u>New</u>	<u>External Civil Rights Compliance Specialist 4</u>	<u>Range 64</u>
<u>653P</u>	<u>Ferry Operator Assistant</u>	<u>2 Ranges</u>
<u>652P</u>	<u>Ferry Operator</u>	<u>2 Ranges</u>
<u>652Q</u>	<u>Ferry Operator Senior</u>	<u>2 Ranges</u>
<u>New</u>	<u>Factory Assembled Structures Inspector 2</u>	<u>Range 61E</u>
<u>422Q</u>	<u>Financial Legal Examiner 2</u>	<u>1 Range</u>
<u>507H</u>	<u>Fingerprint Technician 1</u>	<u>2 Ranges</u>
<u>507I</u>	<u>Fingerprint Technician 2</u>	<u>2 Ranges</u>
<u>507J</u>	<u>Fingerprint Lead Technician</u>	<u>2 Ranges</u>
<u>165G</u>	<u>Public Benefits Specialist 1</u>	<u>Range 40</u>
<u>165H</u>	<u>Public Benefits Specialist 2</u>	<u>Range 45</u>
<u>165I</u>	<u>Public Benefits Specialist 3</u>	<u>Range 48</u>
<u>165J</u>	<u>Public Benefits Specialist 4</u>	<u>Range 50</u>
<u>165K</u>	<u>Public Benefits Specialist 5</u>	<u>Range 53</u>
<u>143L</u>	<u>Fiscal Analyst 4</u>	<u>2 Ranges</u>
<u>143M</u>	<u>Fiscal Analyst 5</u>	<u>3 Ranges</u>
<u>151E</u>	<u>Fiscal Specialist 1</u>	<u>1 Range</u>
<u>148M</u>	<u>Fiscal Technician 2</u>	<u>2 Ranges</u> (includes 1 Range from Appen J)
<u>677E</u>	<u>Food Service Manager 1</u>	<u>4 Ranges</u>
<u>677F</u>	<u>Food Service Manager 2</u>	<u>4 Ranges</u>
<u>677G</u>	<u>Food Service Manager 3</u>	<u>4 Ranges</u>
<u>677H</u>	<u>Food Service Manager 4</u>	<u>4 Ranges</u>
<u>675F</u>	<u>Food Service Worker</u>	<u>4 Ranges</u>
<u>675G</u>	<u>Food Service Worker Lead</u>	<u>4 Ranges</u>
<u>675H</u>	<u>Food Service Supervisor 1</u>	<u>4 Ranges</u>
<u>675I</u>	<u>Food Service Supervisor 2</u>	<u>4 Ranges</u>
<u>347J</u>	<u>Forensic Care Associate 1</u>	<u>1 Range</u>
<u>New</u>	<u>Forensic Care Associate 2</u>	<u>Range 47-48-49</u>
<u>New</u>	<u>Forensic Care Associate 3</u>	<u>Range 50-51-50</u>
<u>567A</u>	<u>Grain Sampler/Weigher</u>	<u>Range 36</u>
<u>567B</u>	<u>Grain Inspector 1</u>	<u>Range 42</u>
<u>567C</u>	<u>Grain Inspector 2</u>	<u>Range 46</u>
<u>567D</u>	<u>Grain Inspector 3</u>	<u>Range 53</u>
<u>567E</u>	<u>Grain Inspector Supervisor</u>	<u>Range 56</u>
<u>184A</u>	<u>Grain Warehouse Examiner</u>	<u>Range 53</u>
<u>184B</u>	<u>Grain Warehouse Examiner Senior</u>	<u>Range 56</u>

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023
<u>591I</u>	<u>Grounds & Nursery Services Spec 1</u>	<u>6-7 Ranges</u>
<u>591J</u>	<u>Grounds & Nursery Services Spec 2</u>	<u>6-7 Ranges</u>
<u>591K</u>	<u>Grounds & Nursery Services Spec 3</u>	<u>6-7 Ranges</u>
<u>591L</u>	<u>Grounds & Nursery Services Spec 4</u>	<u>6-7 Range</u>
<u>281A</u>	<u>Health Record Technician 1</u>	<u>Range 44</u>
<u>281B</u>	<u>Health Record Technician 2</u>	<u>Range 49</u>
<u>422I</u>	<u>Hearings Examiner 1</u>	<u>1-4 Range</u>
<u>422J</u>	<u>Hearings Examiner 2</u>	<u>1-4 Range</u>
<u>422K</u>	<u>Hearings Examiner 3</u>	<u>2-4 Ranges</u>
<u>621L</u>	<u>Heating, Ventilation and Air Conditioning Technician</u>	<u>2 Ranges</u>
<u>621J</u>	<u>Heating, Ventilation and Air Conditioning Supervisor</u>	<u>2 Ranges</u>
<u>596P</u>	<u>Highway Maintenance Worker 1</u>	<u>Range 38E</u>
<u>596Q</u>	<u>Highway Maintenance Worker 2</u>	<u>Range 46E</u>
<u>596R</u>	<u>Highway Maintenance Worker 3</u>	<u>Range 51E</u>
<u>596X</u>	<u>Highway Maintenance Worker 4</u>	<u>Range 53E</u>
<u>596T</u>	<u>Highway Maintenance Worker Supervisor</u>	<u>Range 55E</u>
<u>119E</u>	<u>Human Resource Consultant 1</u>	<u>1 Range</u>
<u>119F</u>	<u>Human Resource Consultant 2</u>	<u>2 Ranges</u>
<u>119G</u>	<u>Human Resource Consultant 3</u>	<u>4 Ranges</u>
<u>119H</u>	<u>Human Resource Consultant 4</u>	<u>4 Ranges</u>
<u>427P</u>	<u>Investigator 1</u>	<u>1 Range</u>
<u>427P</u>	<u>Investigator 1</u>	<u>3 Ranges</u>
<u>427Q</u>	<u>Investigator 2</u>	<u>3 Ranges</u>
<u>427R</u>	<u>Investigator 3</u>	<u>3 Ranges</u>
<u>427S</u>	<u>Investigator 4</u>	<u>3 Ranges</u>
<u>481C</u>	<u>IT Support Technician 1</u>	<u>Range 42</u>
<u>481D</u>	<u>IT Support Technician 2</u>	<u>Range 46</u>
<u>355E</u>	<u>Juvenile Rehabilitation Counselor Assistant</u>	<u>3 Ranges</u>
<u>New</u>	<u>Juvenile Rehabilitation Officer 3</u>	<u>Range 46-50-55</u>
<u>385R</u>	<u>Juvenile Rehabilitation Security Manager</u>	<u>2 Ranges</u>
<u>385P</u>	<u>Juvenile Rehabilitation Security Officer 1</u>	<u>2 Ranges</u>
<u>385Q</u>	<u>Juvenile Rehabilitation Security Officer 2</u>	<u>2 Ranges</u>
<u>425D</u>	<u>Legal Office Assistant</u>	<u>2 Ranges</u>
<u>425E</u>	<u>Legal Assistant 1</u>	<u>2 Ranges</u>
<u>425F</u>	<u>Legal Assistant 2</u>	<u>1 Range</u>
<u>262J</u>	<u>Library & Archives Paraprofessional 2</u>	<u>2 Ranges</u>
<u>262M</u>	<u>Library & Archives Paraprofessional 4</u>	<u>4 Ranges</u>

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023-19
261A	Library & Archives Professional 1	5 Ranges
261D	Library & Archival Professional 4	3 Ranges
286B	Licensed Practical Nurse 2	4 Ranges
286D	Licensed Practical Nurse 4	4 Ranges
458G	Licensing Services Representative 3	2 Ranges
458G	Licensing Services Representative 3	2 Ranges
458H	Licensing Services Representative 4	2 Ranges
459I	Licensing Services Manager 1	2 Ranges
283E	Long Term Care Surveyor	4 Ranges
283E	Long Term Care Surveyor	2 Ranges
678H	Maintenance Custodian	5-2-4-2 Ranges
626J	Maintenance Mechanic 1	2 Ranges
626K	Maintenance Mechanic 2	1 Range
626L	Maintenance Mechanic 3	1 Range
170E	Medical Assistance Specialist 1	1-2 Range
170G	Medical Assistance Specialist 3	1-8-1-6-1 Range
347P	Mental Health Program Specialist	2-4 Ranges
347L	Mental Health Technician 1	2-3 Ranges
347M	Mental Health Technician 2	2-4 Ranges
347N	Mental Health Technician 3	2-3 Ranges
515J	Microbiologist 1	2 Ranges
517E	Natural Resource Operations Supervisor 1	2 Ranges
516K	Natural Resource Scientist 1	3 Ranges
516N	Natural Resource Scientist 4	3 Ranges
287E	Nursing Assistant	1-2 Ranges
287E	Nursing Assistant	4 Ranges
287E	Nursing Assistant Lead	1-2 Range
287F	Nursing Assistant Lead	4 Ranges
287D	Nursing Assistant Residential Living	4 Ranges
287D	Nursing Assistant Residential Living	1-2 Range
392F	Occupational Safety & Health Professional 2	1-3-1-3-1 Range
392G	Occupational Safety & Health Professional 3	5 Ranges
392H	Occupational Safety & Health Professional 4	4 Ranges
426E	Paralegal 1	1-6-1 Range
426F	Paralegal 2	1-6-1 Range
426G	Paralegal 3	1-6-1 Range
New	Pest Biologist 4	Range 58
114E	Procurement & Supply Specialist 1	1-2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023
<u>115E</u>	<u>Procurement & Supply Support Specialist 1</u>	<u>2 Ranges</u>
<u>115F</u>	<u>Procurement & Supply Support Specialist 2</u>	<u>1 Range</u>
<u>507E</u>	<u>Property & Evidence Custodian</u>	<u>4 Ranges</u>
<u>107M</u>	<u>Program Assistant</u>	<u>2 Ranges</u>
<u>107N</u>	<u>Program Coordinator</u>	<u>2 Ranges</u>
<u>348N</u>	<u>Psychiatric Child Care Counselor 1</u>	<u>4 Ranges</u>
<u>348O</u>	<u>Psychiatric Child Care Counselor 2</u>	<u>4 Ranges</u>
<u>348P</u>	<u>Psychiatric Child Care Counselor 3</u>	<u>4 Ranges</u>
<u>286E</u>	<u>Psychiatric Security Nurse</u>	<u>4 Ranges</u>
<u>352J</u>	<u>Psychiatric Social Worker 2</u>	<u>2 Range</u>
<u>165G</u>	<u>Public Benefits Specialist 1</u>	<u>2 Range</u>
<u>165H</u>	<u>Public Benefits Specialist 2</u>	<u>2 Range</u>
<u>165I</u>	<u>Public Benefits Specialist 3</u>	<u>2 Range</u>
<u>165J</u>	<u>Public Benefits Specialist 4</u>	<u>3 - 2 1 Range</u>
<u>165K</u>	<u>Public Benefits Specialist 5</u>	<u>3 Range</u>
<u>701F</u>	<u>Recreation & Athletic Specialist 2</u>	<u>4 3 Ranges</u>
<u>701G</u>	<u>Recreation & Athletic Specialist 3</u>	<u>4 3 Ranges</u>
<u>701H</u>	<u>Recreation & Athletic Specialist 4</u>	<u>4 3 Ranges</u>
<u>306J</u>	<u>Recreation Therapist 2</u>	<u>4 4 Ranges</u>
<u>385H</u>	<u>Registered Nurse 2</u>	<u>2 Ranges</u>
<u>385G</u>	<u>Registered Nurse 3</u>	<u>2 Ranges</u>
<u>344E</u>	<u>Rehabilitation Technician 1</u>	<u>2 3 Ranges</u>
<u>344F</u>	<u>Rehabilitation Technician 2</u>	<u>4 Ranges</u>
<u>344F</u>	<u>Rehabilitation Technician 2</u>	<u>1 Range</u>
<u>345L</u>	<u>Residential Services Coordinator</u>	<u>3 2 Ranges</u>
<u>109K</u>	<u>Management Analyst 3</u>	<u>2 Ranges</u>
<u>109L</u>	<u>Management Analyst 4</u>	<u>2 Ranges</u>
<u>109M</u>	<u>Management Analyst 5</u>	<u>3 Ranges</u>
<u>183A</u>	<u>Medical Coding Specialist</u>	<u>Range 44</u>
<u>182A</u>	<u>Medical Program Assistant</u>	<u>Range 38</u>
<u>523U</u>	<u>Natural Resource Specialist 3</u>	<u>1 Range</u>
<u>125M</u>	<u>Operations Research Specialist</u>	<u>Range 68</u>
<u>165E</u>	<u>Quality Control Specialist</u>	<u>5 Ranges</u>
<u>174E</u>	<u>Revenue Agent 1</u>	<u>2 Ranges</u>
<u>522G</u>	<u>Scientific Technician 3</u>	<u>3 4 Ranges</u>
<u>385K</u>	<u>Security Guard 1</u>	<u>2 Ranges</u>
<u>385L</u>	<u>Security Guard 2</u>	<u>2 Ranges</u>
<u>385L</u>	<u>Security Guard 2</u>	<u>2 Range</u>

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023
385M	Security Guard 3	2 Ranges
385M	Security Guard 3	2 Ranges
78O	Senior Park Aide	5 Ranges
349E	Social and Health Program Consultant 1	2 Ranges
349H	Social and Health Program Consultant 4	2 Ranges
351O	Social Service Specialist 1	2 Ranges
351P	Social Service Specialist 2	1 Range
351Q	Social Service Specialist 3	1 Range
351M	Social Service Specialist 4	Range 58
351R	Social Service Specialist 4	1 Range
351R	Social Service Specialist 5	2 Ranges
351R	Social Service Specialist 5	1 Range
308G	Speech Pathologist/Audio Specialist 3	4 Ranges
453I	State Metrologist	6 Ranges
178E	Support Enforcement Technician	2 Ranges
178F	Support Enforcement Officer 1	2 Ranges
178G	Support Enforcement Officer 2	2 Ranges
178H	Support Enforcement Officer 3	2 Ranges
178I	Support Enforcement Officer 4	2 Ranges
125G	Technical Training Consultant	Range 58
632J	Truck Driver 2	3 Ranges
632J	Truck Driver 2	3 Ranges
632K	Truck Driver 3	3 Ranges
632K	Truck Driver 3	3 Ranges
524B	Veterinary Specialist 2	5 Ranges
117I	Warehouse Operator 1	3 Ranges
117J	Warehouse Operator 2	2 Ranges
117K	Warehouse Operator 3	2 Ranges
402C	Wildland Fire Operations Technician 3	Range 49
402D	Wildland Fire Operations Technician 4	Range 53
402E	Wildland Fire Program Coordinator 1	Range 57
402F	Wildland Fire Program Coordinator 2	Range 60
351N	Workfirst Program Supervisor	2 Ranges
New	Web & UI/UX Specialist 1	Range 5453
New	Web & UI/UX Specialist 2	Range 5857
New	Web & UI/UX Specialist 3	Range 6261
168P	Workers' Compensation Adjudicator 2	1 3 Range
168Q	Workers' Compensation Adjudicator 3	2 3 Ranges
168R	Workers' Compensation Adjudicator 4	2 3 Ranges
168S	Workers' Compensation Adjudicator 5	1 3 Range

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023
358G	WorkSource Specialist 3	4 Ranges
358H	WorkSource Specialist 4	4 Ranges
358I	WorkSource Specialist 5	4 Ranges
358J	WorkSource Specialist 6	4 Ranges

NI INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2019
291D	Physician Assistant Certified—Lead	Range 76N
291F	Advanced Registered Nurse Practitioner—Lead	2 Ranges

COMMUNITY CORRECTIONS “CC” INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2019
383E	Community Corrections Assistant	3 Ranges
350E	Corrections Specialist Assistant	Range 39
350F	Corrections Specialist 4	Range 61
384B	Corrections & Custody Officer 2	4 Ranges
384C	Corrections & Custody Officer 3	4 Ranges

APPENDIX T
NEW CLASSIFICATIONS ASSOCIATED WITH
THE INFORMATION TECHNOLOGY (IT) PROFESSIONAL STRUCTURE

IT PROFESSIONAL JOB FAMILY CLASSIFICATIONS		NEW RANGE EFFECTIVE 7/1/2019
482AD	Application Development - Entry	Range 4
483AD	Application Development - Journey	Range 5
484AD	Application Development - Senior/Specialist	Range 8
485AD	Application Development - Expert	Range 10
486AD	Application Development - IT Manager	Range 10
487AD	Application Development - Senior IT Manager	Range 11
482CS	Customer Support - Entry	Range 1
483CS	Customer Support - Journey	Range 3
484CS	Customer Support - Senior/Specialist	Range 5
487CS	Customer Support - IT Manager	Range 8
482DM	Data Management - Entry	Range 2
483DM	Data Management - Journey	Range 6
484DM	Data Management - Senior/Specialist	Range 7
485DM	Data Management - Expert	Range 9
486DM	Data Management - IT Manager	Range 10
487DM	Data Management - Senior IT Manager	Range 11
483A	IT Architecture - Journey	Range 4
484A	IT Architecture - Senior/Specialist	Range 9
485A	IT Architecture - Expert	Range 11
486A	IT Architecture - IT Manager	Range 10
487A	IT Architecture - IT Senior Manager	Range 11
482BA	IT Business Analyst - Entry	Range 3
483BA	IT Business Analyst - Journey	Range 5
484BA	IT Business Analyst - Senior/Specialist	Range 7
485BA	IT Business Analyst - Expert	Range 9
486BA	IT Business Analyst - IT Manager	Range 9
487BA	IT Business Analyst - IT Senior Manager	Range 10
482PP	IT Policy and Planning – Entry	Range 2
483PP	IT Policy and Planning - Journey	Range 3
484PP	IT Policy and Planning - Senior/Specialist	Range 8
485PP	IT Policy and Planning - Expert	Range 9
486PP	IT Policy and Planning - IT Manager	Range 10
487PP	IT Policy and Planning - IT Senior Manager	Range 11
482PM	IT Project Management - Entry	Range 5
483PM	IT Project Management - Journey	Range 6
484PM	IT Project Management - Senior/Specialist	Range 8

IT PROFESSIONAL JOB FAMILY CLASSIFICATIONS		NEW RANGE EFFECTIVE 7/1/2019
485PM	IT Project Management - Expert	Range 10
486PM	IT Project Management - IT Manager	Range 10
487PM	IT Project Management - IT Senior Manager	Range 11
483S	IT Security - Journey	Range 5
484S	IT Security - Senior/Specialist	Range 8
485S	IT Security - Expert	Range 11
486S	IT Security - IT Manager	Range 10
487S	IT Security - IT Senior Manager	Range 11
482VM	IT Vendor Management - Entry	Range 1
483VM	IT Vendor Management - Journey	Range 4
484VM	IT Vendor Management - Senior/Specialist	Range 7
485VM	IT Vendor Management - Expert	Range 8
486VM	IT Vendor Management - IT Manager	Range 10
487VM	IT Vendor Management - IT Senior Manager	Range 11
482NT	Network and Telecommunications - Entry	Range 3
483NT	Network and Telecommunications - Journey	Range 5
484NT	Network and Telecommunications - Senior/Specialist	Range 7
485NT	Network and Telecommunications - Expert	Range 9
486NT	Network and Telecommunications - IT Manager	Range 9
487NT	Network and Telecommunications - IT Senior Manager	Range 11
482QA	Quality Assurance - Entry	Range 3
483QA	Quality Assurance - Journey	Range 5
484QA	Quality Assurance - Senior/Specialist	Range 7
485QA	Quality Assurance - Expert	Range 8
486QA	Quality Assurance - IT Manager	Range 9
487QA	Quality Assurance - IT Senior Manager	Range 10
482SA	System Administration - Entry	Range 3
483SA	System Administration - Journey	Range 6
484SA	System Administration - Senior/Specialist	Range 7
485SA	System Administration - Expert	Range 9
486SA	System Administration - IT Manager	Range 8
487SA	System Administration - IT Senior Manager	Range 9

TENTATIVE AGREEMENT ONLY.

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APPENDIX U

“IT” Range Salary Schedule

***PLACEHOLDER**

TENTATIVE AGREEMENT ONLY.

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APPENDIX V
“IT” Range Salary Schedule

***PLACEHOLDER**

Appendix W

REDEPLOYMENT

- In emergencies there may be mandated conditions that are outside of the Employer's control requiring immediate redeployment of the workforce. Employees with the necessary skills, abilities, or licensure may be re-deployed outside their agency to another state agency at the direction of their employer, to support staffing shortages. For the purpose of this Appendix, an emergency is an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property or to provide relief to any overtaken by such occurrences; or reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010.^[CG(1)]
- Agencies will identify when emergency staffing is needed, any emergent workforce shortages and the number of employees and skills required to fill those shortages. Other agencies may identify employees that can be redeployed to help fill the identified shortages. The technical details required for effective redeployment, including training, equipment needs, work assignments, and payroll/benefit reimbursement, will be determined on a case-by-case basis between the two agencies.
- The lending agency will notify the Union when they are redeploying an employee.. The notification to the Union will include at a minimum which employees will be redeployed to an agency in need, the employee's current job class, the type of work and scope that will be performed for the receiving agency, and the anticipated duration. Upon request, the employer will bargain with the Union over impacts of the redeployment within the scope of bargaining.
- The Employer will seek volunteers for redeployment prior to requiring employees to redeploy. The Employer will make every effort to assign employees to their current geographic region when redeployed to another agency and no redeployment will exceed 3 months unless there is mutual agreement to extend for a longer period.
- Employees may be redeployed into a non-permanent appointment outside their agency. Non-permanent appointments will not exceed three (3) months. A non-permanent appointee must have the skills, abilities, or licensure required to perform the work. Employees who are redeployed to other agencies will remain in their current assigned positions and will not have their pay reduced when performing duties for another agency. Employees performing the full scope of duties of a higher level classification while working for another agency will be compensated according to the compensation provisions of their CBA. The redeployed employee will comply with all safety and health practices and standards established by the receiving agency. The receiving agency will determine and provide the required safety devices, personal protective equipment and apparel needed. The receiving agency will provide employees with orientation and/or training to perform their jobs effectively and safely.

- Employees who are redeployed into a non-permanent position will have return rights and will be notified, in writing, of their return rights to their exact same position and work schedule they previously held at the time of redeployment.
- Employees who are in a nonpermanent appointment at the time of redeployment to another state agency will have their nonpermanent appointment extended at their lending agency for the time period in which the employee was redeployed, but in accordance with the provisions of this CBA.
- Employees within a trial service period who are redeployed to another agency will have the time worked for the receiving agency applied toward their trial service. This does not preclude their Employer from extending their trial service period for other reasons, in accordance with the collective bargaining agreement.
- Travel time and mileage costs incurred by the employee during their redeployment with the receiving agency will be paid by the receiving agency in accordance with the SAAM.
- Employees who are redeployed to other agencies will be notified in advance if a background check is required by the receiving agency. Employees have the right to decline the redeployment if a background check is required.
- The Union agrees that the work performed by the employee for the receiving agency is only temporary to meet the emergent business needs and will not become bargaining unit work. If a redeployed employee is assigned bargaining unit work during an emergency, that bargaining unit work remains in the bargaining unit at the receiving agency.

APPENDIX X**Job Classes eligible under Article 21, Section 21.5.**

	<u>PERSONNEL AREA DESC.</u>	<u>JOB CLASS DESCRIPTION</u>
	<u>Soldiers Home and Colony</u>	<u>CARPENTER</u>
		<u>ELECTRICIAN</u>
		<u>GROUNDS & NURSERY SERVICES SPECIALIST 2</u>
		<u>GROUNDS & NURSERY SERVICES SPECIALIST 3</u>
		<u>MAINTENANCE MECHANIC 1</u>
		<u>MAINTENANCE MECHANIC 2</u>
		<u>PAINTER</u>
		<u>STATIONARY ENGINEER 2</u>
		<u>CARPENTER</u>
	<u>Washington Veterans Home</u>	<u>GROUNDS & NURSERY SERVICES SPECIALIST 2</u>
		<u>GROUNDS & NURSERY SERVICES SPECIALIST 3</u>
		<u>MAINTENANCE MECHANIC 1</u>
		<u>PAINTER</u>
		<u>PLANT MANAGER 1</u>
		<u>PLANT MANAGER 2</u>
		<u>PLUMBER/PIPEFITTER/STEAMFITTER</u>
		<u>STATIONARY ENGINEER 2</u>
		<u>STATIONARY ENGINEER 3</u>
	<u>Spokane Veterans Home</u>	<u>MAINTENANCE MECHANIC 1</u>
		<u>PLANT MANAGER 2</u>
	<u>Port Orchard Veterans Home</u>	<u>LAUNDRY WORKER 1</u>
	<u>Walla Walla Veterans Home</u>	<u>MAINTNEANCE MECHANIC 2</u>

TENTATIVE AGREEMENT ONLY.

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STATEWIDE MEMORANDA OF UNDERSTANDING

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

Commercial Driver's License Wellness Incentive

The parties agree to the implementation of the following, provided an annual monetary wellness program incentive is negotiated and funded in the applicable Coalition of Unions, Health Care Benefits Amounts Agreement.

State employees who are required to have a Commercial Driver's License (CDL) must pass a federal CDL medical examination which determines if the employee is physically qualified to drive a commercial motor vehicle. As an additional incentive to encourage bargaining unit employees who are required to have a CDL to participate in the state's wellness program, the parties agree to an additional CDL Wellness Incentive.

Effective July 1, 2021 through June 29, 2023, bargaining unit employees required to have a CDL and who earn the annual wellness incentive(s) in accordance with the Public Employee Benefits Board requirements will be eligible to earn an additional CDL Wellness Incentive equal to the annual wellness incentive per the Agreement or one hundred twenty-five dollars (\$125.00), whichever is the lesser amount.

Effective July 1, ~~2021~~2023 – June ~~30~~29, ~~2023~~2025

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

~~Leanne Kunze~~Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~Chief
Negotiator

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

Addressing Paid Internships and/or Staff Development Opportunities:

The parties recognize the existence of increasing recruitment, retention, and workload challenges within General Government agencies. Further, the parties recognize the value of appointments for the purpose of staff development. As one component of working to address the recruitment challenges, the parties agree to the following:

1. In addition to the provisions set forth in Article 4.5 A1, the Employer may make non-permanent appointments for paid internships and/or staff development opportunities. Non-permanent appointments made for paid internships may not be converted to permanent appointments and may supplement, but not supplant, permanent positions. Any conversion of a non-permanent appointment made for staff development must be handled in accordance with Article 4.5 A 3. Non-permanent positions established for paid internships are dependent on available funding.

Employees hired into non-permanent appointments for paid internships and/or staff development opportunities will be assigned to a supervisor. The supervisor is responsible for ensuring the employee receives training for the specific position and assigned job duties.

2. During the life of this MOU, the Employer will track all non-permanent appointments made for the purposes of paid internships and/or staff development opportunities. This data will be available to the Union upon request.
3. The parties will discuss the available data and negotiate any continuation of this MOU during bargaining of the parties' ~~2023~~2025-~~2025~~2027 Agreement.
4. This MOU expires on June 30, ~~2023~~2025.

Dated ~~August 31, 2020~~August 4, 2022

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Chris Fox
WFSE/AFSCME Council 28
Chief Negotiator

**C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION
(OFM/LRS)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)**

The parties agree to the following regarding the Information Technology (IT) Professional Structure implemented July 1, 2019:

I. Definitions:

The following terms and explanations shall apply to the IT Professional Structure.

Term	Explanation
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise. IT Families include: Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.
Level	The measure of complexity of work performed. IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager
Allocation	The assignment of a position to a job family and level.
Reallocation	The assignment of a position to a different level and/or job family.
Class, Classes, and Classification (where used in reference to job classification)	Where these terms are used in this Agreement, for the purposes of the IT Professional Structure, they shall be followed by “or job family/ies and level/s.”

II. Impacts of the IT Structure implementation allocation appeals in process as a result of the July 1, 2019 implementation:

- A. The following conditions of employment will not change because a position is being transitioned into the IT Professional Structure as the result of a final decision issued for an implementation allocation appeal:

- i. The determination of a position as overtime-eligible or overtime-exempt;
 - ii. Required licensure and/or certifications;
 - iii. The designation of a position as “required personnel” or “emergency employee”;
 - iv. The grievance procedure, as outlined in Article 29 of the GG CBA and Article 30 of the HE/CCC CBA;
 - v. The designation of a position as needing inherent flexibility as currently listed in Appendix B of the GG CBA;
 - vi. The eligibility for and/or receipt of existing assignment pays;
 - vii. Status as a non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee;
 - viii. Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary period.
- B. Employees reallocated into the IT Professional Structure as the result of a final decision issued for an implementation allocation appeal will have their salary determined as follows:
- i. In those cases where the employee’s current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.
 - ii. In all other cases, the employee’s salary will be adjusted in accordance with the original IT MOU to reflect the salary they would be ~~receiving~~ receiving had the final decision issued been the original decision. Any additional compensation owed to the employee at the time of the final decision will be processed according to the terms of the negotiated contract for 2019-21 and 2021-23.
- C. Question #16 of the Step M Q&A applies to positions transitioned due to the implementation of the IT Professional Structure.
- 16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at Step L of the previous**

range count towards the six-year requirement to move to step M of the new range?

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six-year requirement to move to step M of the new range.

- D. Positions at the Entry, Journey, and Senior/Specialist level in the IT Professional Structure that are designated as a supervisor will receive a five percent (5%) supervisory pay differential in addition to the base salary.

This MOU shall expire on June 30, ~~2023~~2025

Dated ~~September 17, 2020~~

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

~~Leanne Kunze~~Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~Chief
Negotiator

**D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES GENERAL
GOVERNMENT BARGAINING UNIT**

DIVERSITY, EQUITY AND INCLUSION

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

The Office of Financial Management ~~will be~~is engaged in an enterprise wide effort with state agencies to reassess hiring practices, training, policy compliance, and data reporting toward the goal of creating a more respectful, diverse, equitable and inclusive work environment. The Union is a vital partner in reaching this goal. The parties recognize there is important work to be done collectively to achieve diversity, equity and inclusion and are committed to creating a positive work environment where employees are its most valuable resource.

Promoting diversity, equity and inclusion furthers an environment of honesty, which can only occur when individuals feel safe to speak openly and with confidence that co-workers and leadership will accept diverse contributions, opinions and ideas. The parties recognize this requires transparency and accountability to one another as a hallmark of the workforce.

To that end, as agencies modify their policies to support this work, the WFSE, whether through informal discussions at UMCC or LMC meetings, or through other more formal notice, will be provided an opportunity to review and give input on these changes before they are adopted by an agency.

The Employer encourages facilitation of workgroups and roundtable conversations within and amongst divisions to discuss diversity, equity and inclusion.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

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 29, ~~2023~~2025

TENTATIVE AGREEMENT REACHED, DATED SEPTEMBER 17, 2020

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

~~Leanne Kunze~~Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~Chief
Negotiator

~~E. — MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~
~~AFSCME COUNCIL 28 AFLCIO~~

~~COVID-19 Response — Interagency Employee Sharing~~

~~During the COVID response, some agencies are finding a severe shortage of employees to meet their emergent business needs, while other agencies have employees with capacity and skill sets that can be re-deployed to address the shortage.~~

~~This MOU is intended to address the high-level labor relations issues. Further discussions or impact bargaining may be conducted for each specific interagency agreement. This MOU is not considered a waiver of the Union's right to bargain impacts of an interagency sharing in this agreement.~~

- ~~• Agencies may identify any emergent workforce shortages and the number of employees and skills required to fill those shortages. Other agencies may offer employees that can help fill the identified shortages. The technical details required for effective interagency sharing, including training, equipment needs, work assignments, and payroll/benefit reimbursement, will be determined on a case-by-case basis between the two agencies. Agencies will complete an interagency agreement with each agency it intends to share employees with and such agreement may include these details.~~
- ~~• The agency offering to share employees will notify the Union when they are considering an interagency agreement. The notification to the Union will include at a minimum which employees will be offered to the agency in need, the employee's current job class, the type of work and scope that will be performed for the receiving agency, and the anticipated duration.~~
- ~~• Employees who are shared to other agencies will remain on their home agency's payroll and in their current assigned positions and will not have their pay reduced when performing duties for another agency. Employees performing the full scope of duties of a higher level classification while working for another agency will be compensated according to the compensation provisions of their CBA.~~
- ~~• Non-permanent employees who are shared with another agency will be eligible to have their non-permanent time extended by the amount of time they are assigned to work for the agency in need.~~
- ~~• Employees within a trial service period who are shared with another agency will have the time worked for the receiving agency applied toward their trial service.~~

~~This does not preclude their Employer from extending their trial service period for other reasons, in accordance with the collective bargaining agreement.~~

- ~~• Travel time and mileage costs incurred by the employee during their assignment with the receiving agency will be paid by the receiving agency in accordance with the SAAM.~~
- ~~• Employees who are shared to other agencies will be notified in advance if a background check is required by the receiving agency. Employees have the right to decline the assignment if a background check is required.~~
- ~~• The Union agrees that the work performed by the employee for the receiving agency is only temporary to meet the emergent business needs and will not become bargaining unit work.~~
- ~~• This agreement will remain in effect through the duration of a signed interagency agreement or until December 31, 2022, whichever is later, unless extended by mutual agreement.~~

~~Dated: June 10, 2022~~

For the Employer:

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

For the Union:

~~/s/~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~F. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~
~~AFSCME COUNCIL 28 AFLCIO~~

~~COVID-19 Response Flexible Scheduling Shift Premiums and Split Shift Premiums~~

~~During the COVID response many employees are working from home in extended telework agreements or other alternative work situations. As a result, state agencies have seen a rise in the need for flexibility with employee's schedules due to childcare needs, elder care needs and other circumstances created by the pandemic. This MOU is intended to address this need without incurring the additional compensation costs that would otherwise curtail this flexibility due to budget considerations during the time employees are being asked to work from home or other alternative work assignments for health and safety reasons.~~

~~Therefore the parties agree:~~

- ~~1. Employees that voluntarily request, and are approved, to work a flexible schedule that includes hours worked between 6:00pm and 6:00am will not be eligible for the payment of shift premiums contained in Article 42, section 42.9 of the collective bargaining agreement. In cases where the employer has set the standard shift or requires employees to work hours that include those between 6:00pm and 6:00am, the terms contained in Article 42, Section 42.9 shall remain in full force and effect.~~
- ~~2. Employees that voluntarily request, and are approved, to work a flexible schedule that includes a split shift will not be eligible for the payment of premiums contained in Article 42, section 42.23 of the collective bargaining agreement. In cases where the employer has set the standard shift or requires employees to work a split shift the terms contained in Article 42, Section 42.23 shall remain in full force and effect.~~

~~This agreement will remain in effect through December 31, 2022.~~

~~Dated: June 10, 2022~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEE
AFSCME COUNCIL 28 AFLCIO~~

~~New Employee Orientations and Access to Employees Due to COVID-19 Impacts~~

~~During the COVID response many employees are working from home in extended telework agreements or in settings that are unable to accommodate in-person access due to employer mandated restrictions related to health and safety precautions. This has impacted the WFSE's access to employees which is a right provided to them in RCW.~~

~~This MOU is intended to address those impacts during the COVID response during the time employees are being asked to work from home or where there is restricted access due to employer mandated restrictions related to health and safety precautions.~~

~~During this time the parties agree:~~

- ~~• For all new employee orientations the agency will provide a minimum of 7 calendar days' notice to the union in an email that will include the new employees' name, department/division/program, appointment date, mailing address, and if available at the time of the notice, work location, work phone numbers and work email address. The parties may mutually agree to a shorter notice period. The agency will work with the union to identify a time slot and schedule this time on the employee's calendar and will also cc the calendar invite to the union (NEO@wfse.org) so the union will know who has been invited. The agency will ensure that no other onboarding or work meetings are scheduled for the new employee during the time that is scheduled for the union's presentation. The union will provide the agencies with a secure link to place on employee's calendars as the platform for the Union's orientation. Employees that are teleworking may use state issued computers and hot spots, in lieu of a physical workspace for the purpose of attending the new employee orientation. The use of the state's electronic email~~

~~system must remain de minimus and only when physical access is not available.~~

~~Agencies will only include the following statement on the scheduling invitation:~~

~~“In accordance with the collective bargaining agreement, you are being provided this opportunity for access during your regular work hours to a 30 minute union orientation webinar to receive information about the union and your union contract via this secure link. You may use your state issued computer during work time for the purpose of attending this orientation. For more information about this opportunity please contact the WFSE Member Connection Center by phone at 833-MCC-WFSE or by email at MCC@wfse.org.”~~

~~Union Access to Employees: During this same period of time when employer mandated restrictions prevent communication to employees through desk drops, on site tabling or use of bulletin boards, the employer is in agreement to extend the rights afforded under the CBA via electronic means. The use of the state’s electronic email system must remain de minimus and only when physical access is not available. Employees may use state issued computers and hot spots in lieu of a physical workspace for the purpose of receiving, forwarding to a personal email address, reviewing distributed information on personal time and/or during meal breaks, and to connect to virtual meetings on work time when scheduled in accordance with applicable provisions set forth in Article 39.~~

~~For this purpose and with mutual agreement with an agency, the union may submit informational fliers to the agency HR department’s designated point of contact (POC) up to twice per month for distribution by the agency to bargaining unit employees via the state email system. Content will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. The union will provide the HR POC with a minimum of three (3) business days’ notice to distribute the flyer and every effort will be made for distribution to be completed no later than the day following the notice period. This does not extend use of the state’s email system to the union for general communication purposes beyond the provisions of this MOU and the CBA. The agency will only include the following statement with each informational flyer:~~

~~“You are receiving this email in accordance with the collective bargaining agreement. The attached document is from your duly authorized bargaining representative, the Washington Federation of State Employees (WFSE). This information is from WFSE, not your employer. During meal breaks and on personal time you may use your state issued computers and hot spots, in lieu of a physical workspace, for the purpose of receiving, reviewing distributed information and forwarding it to a personal email address. In addition, you may use your state issued computer and hot spots to connect to virtual meetings on work time when scheduled in accordance with applicable sections of Article 39. The use of the state’s electronic email system must remain de minimus and only when physical access is not available. Communication that occurs over state owned equipment is the property of the Employer and may be subject to agency review and/or public disclosure. Therefore, please use your personal email for private communication with~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~WFSE. If you have any questions please contact the WFSE Member Connection Center (MCC) at 833-MCC-WFSE or email MCC@wfse.org from your personal email."~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~The terms of this agreement apply when physical access to a member(s) is not otherwise safe or available. This agreement will remain in effect through December 31, 2022 unless extended by mutual agreement.~~

~~Dated: June 10, 2022~~

~~For the Employer:~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~For the Union:~~

~~/s/~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~H. — MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~
~~AFSCME COUNCIL 28 AFLCIO~~

~~This MOU applies to the Agencies listed in Appendix A except for the following: Office of the Attorney General, Secretary of State and Natural Resources.~~

~~COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians, have made a difference and have altered the course of the pandemic in fundamental ways.~~

~~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. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the Governor's proclamation 21-14.3.~~

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

~~All employees are currently required to be fully vaccinated as of October 18, 2021 or be approved for a medical or religious accommodation. The definition of fully vaccinated may include FDA approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.~~

~~1. — Vaccine verification~~

~~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.~~

~~2. — Workplace safety~~

~~a. — In accordance with current mandates, Agency policy, DOH, L&I, and CDC as well as federal, state and/or local guidelines:~~

- ~~i. — employee and visitor masking and verification of vaccination status will be required as outlined by the above referenced guidelines~~
- ~~ii. — symptom screenings will continue in accordance with the above referenced guidelines.~~

~~b. — If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and expense.~~

3. ~~Leave~~

- a. ~~When an employee tests positive using a rapid test at screening and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank. If an employee is exposed to COVID-19 at the workplace, and the employee wishes to be tested, the agency may treat the time to be tested as work time. The agency may require the employee to provide the results of the test in this circumstance. If the agency is requiring the testing, the agency must treat the time as work time.~~
- b. ~~If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.~~

4. ~~Workplace conditions~~

~~Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions.~~

5. ~~Conditions of Employment~~

~~Agencies will notify an employee when a temporary accommodation under the vaccine mandate is no longer feasible. If the employee provides written notice that they wish to pursue a reassignment, the agency may move forward with identifying alternative vacant funded positions. If the employee does not provide a written request for reassignment within the timeframe set by the agency, or the employer has provided written notification to the employee that no reassignment is available, the employee must provide proof of receipt of an initial vaccine dose within ten (10) calendar days in order to remain employed. If the employee does not provide proof of beginning the vaccination regimen within (10) calendar days, the employee will be subject to non-disciplinary separation. Consistent with agency practice and the collective bargaining agreement, and during the time that the employee is becoming fully vaccinated (not to exceed fifty five (55) calendar days from the date of written notice) agencies will allow the use of either a combination of accrued leave and leave without pay or continued temporary telework accommodation if it meets the agency's business needs.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~An employee that fails to provide proof of becoming fully vaccinated within the specified time period will be subject to non-disciplinary separation.~~

~~The provisions of this MOU shall expire on June 30, 2022.~~

~~Dated March 10, 2022~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~I. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Implementing Classification-based Salary Adjustments~~

~~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 Washington Federation of State Employees (WFSE) is entered into for the purposes of implementing specific classification-based salary adjustments.~~

~~On March 31, 2022, the Governor signed into law ESSB 5693, the 2022 Supplemental Omnibus Operating Budget. Specifically, Section 736 of the budget, provided an appropriation for classification-based salary adjustments for fiscal year 2023.~~

~~For the purposes of allocating the appropriations, Section 736 contains a requirement that the Office of Financial Management implement specific classification-based salary adjustments for state employees based upon the following criteria:~~

- ~~• The 2020 and 2022 state salary survey.~~
- ~~• Documented Agency experience due to the 19 SARS-CoV2 (COVID-19) pandemic and/or where recruitment or retention of employees to retain a competitive workforce is the most severe.~~
- ~~• Issues of compression and inversion.~~
- ~~• Input from the exclusive bargaining representatives.~~

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

~~The attached spreadsheet identifies the agreed upon classification adjustments as base salary range increases applicable to each of the job classes listed. Adjustments will not be made to job classifications that are exclusive to higher education institutions. The associated increases shall be step for step and become effective July 1, 2022.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~The provisions contained in this MOU become effective on July 1, 2022. This MOU shall expire 60 days after the permanent classification-based salary adjustments contained in the attached list have been implemented for employees covered by the WFSE General Government Collective Bargaining Agreement.~~

~~Dated on May 16, 2022~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSME Council 28
Executive Director~~

JOB CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
ESSB 5693 (supplemental operating budget) Section 736

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
125C	Data Consultant 3	52	54
168E	Industrial Insurance Compensation Unit Supervisor	57	61
178F	Support Enforcement Officer 1	46	49
178G	Support Enforcement Officer 2	49	52
178H	Support Enforcement Officer 3	52	55
178I	Support Enforcement Officer 4	55	58
178K	Child Support Program Administrator	58	61
285F	Registered Nurse 2	64N	66N
285G	Registered Nurse 3	68N	70N
286B	Licensed Practical Nurse 2	53	55
286D	Licensed Practical Nurse 4	56	58
286E	Psychiatric Security Nurse	53	55
287E	Nursing Assistant	36	40
287F	Nursing Assistant Lead	38	42
287G	Medical Assistant	37	41
311E	Dietitian 1	48	52
311F	Dietitian 2	52	56
345F	Attendant Counselor 1	36	39
345G	Attendant Counselor 2	38	41
345H	Attendant Counselor 3	41	44
345J	Attendant Counselor Manager	46	49
345L	Residential Services Coordinator	44	47
346E	Adult Training Specialist 1	34	37
346F	Adult Training Specialist 2	39	42
346G	Adult Training Specialist 3	42	45
347F	Residential Rehabilitation Counselor 2	45	47
347G	Residential Rehabilitation Counselor 3	47	49
347H	Residential Rehabilitation Counselor 4	49	51
347J	Psychiatric Security Attendant	42	44
347L	Mental Health Technician 1	39	41
347M	Mental Health Technician 2	41	43
347N	Mental Health Technician 3	44	46
347P	Mental Health Technician 5	52	54
348J	Institution Counselor 2	44	46

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
348K	Institution Counselor 3	48	50
348N	Psychiatric Child Care Counselor 1	45	49
348O	Psychiatric Child Care Counselor 2	48	52
348P	Psychiatric Child Care Counselor 3	51	55
349E	Social & Health Program Consultant 1	49	52
351J	Social Service Training Specialist	60	62
351M	Social Service Specialist 4	58	60
351O	Social Service Specialist 1	45	49
351P	Social Service Specialist 2	53	55
351Q	Social Service Specialist 3	55	57
351R	Social Service Specialist 5	62	63
351U	Developmental Disability Case/Resource Manager	55	57
351V	Developmental Disability Outstation Manager	57	59
351X	Developmental Disability Administrator	62	64
351Z	Habilitation Plan Administrator	53	57
355E	Juvenile Rehabilitation Counselor Assistant	44	48
355G	Juvenile Rehabilitation Community Counselor	48	52
355H	Juvenile Rehabilitation Resident Counselor	48	52
355I	Juvenile Rehabilitation Coordinator	50	54
355K	Juvenile Rehabilitation Supervisor	50	54
355P	Youth Academy Residential Specialist 2	40	44
355Q	Youth Academy Residential Specialist 3	44	48
355R	Youth Academy Residential Specialist 4	48	52
357E	Rehabilitation Teacher 1	36	43
357F	Rehabilitation Teacher 2	42	49
362A	Psychology Affiliate	49	53
362B	Psychology Associate	60	68
362C	Psychologist 3	63	69
362D	Psychologist 4	73	79
362F	Psychologist - Forensic Evaluator	77	79

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
385K	Security Guard 1	39	41
385L	Security Guard 2	43	45
385M	Security Guard 3	45	47
385P	Juvenile Rehabilitation Security Officer 1	40	42
385Q	Juvenile Rehabilitation Security Officer 2	43	44
505A	Forensic Scientist 1	50	54
505B	Forensic Scientist 2	56	58
507H	Fingerprint Technician 1	41	44
507I	Fingerprint Technician 2	45	48
507J	Fingerprint Lead Technician	47	50
510F	Laboratory Assistant 2	40	42
510G	Laboratory Technician 1	42	44
510H	Laboratory Technician 2	45	47
510I	Laboratory Technician 3	48	50
521E	WCC Crew Supervisor 1	41	43
521F	WCC Crew Supervisor 2	44	46
594K	Electronics Supervisor - Transportation	63	65
594O	Transportation Systems Technician C	59E	61E
594P	Transportation Systems Technician D	61E	63E
596P	Highway Maintenance Worker 1	38E	40E
596U	Tunnel Maintenance Supervisor	62	64
600J	Equipment Technician 2	44G	46G
600K	Equipment Technician 3	48G	50G
600L	Equipment Technician Lead	51G	53G
600M	Equipment Technician Supervisor	55G	57G
608F	Electrician	46G	50G
608H	Electrician Lead	49G	53G
608I	Electrician Lead High Voltage	51G	55G
608J	Electrician Supervisor	53G	57G
621F	Plumber/Pipefitter/Steamfitter	46G	50G
621G	Plumber/Pipefitter/Steamfitter Lead	49G	53G
621H	Plumber/Pipefitter/Steamfitter Supervisor	53G	57G
674G	Cook 1	31	33
674H	Cook 2	34	36

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
674I	Cook 3	36	38
675F	Food Service Worker	30	32
675G	Food Service Worker Lead	33	35
675H	Food Service Supervisor 1	37	39
675I	Food Service Supervisor 2	39	41
677E	Food Service Manager 1	41	43
677F	Food Service Manager 2	44	46
679E	Laundry Worker 1	30	32
679F	Laundry Worker 2	32	34
679G	Laundry Worker 3	36	38

E. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

COVID-19 ~~Safety and~~ One-Time Booster Incentive Lump Sum ~~Bonus~~

AD. One-Time Lump Sum Payment for Providing Proof of up to date COVID-19 Booster(s)

Employees who provide proof of up-to-date COVID-19 vaccination, to include boosters, will receive a one-time lump sum payment. 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.

- a. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment if they meet the following conditions:

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. The Employer will provide the employee with written acknowledgement of receipt of proof, which shall include the date when the documentation of up to date COVID-19 boosters was provided.

- b. 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. The lump sum payment shall not be considered salary or base pay and therefore is exempt from union dues.

1. Bargaining unit employees will only receive one lump sum payment regardless, if they occupy more than one position within State government or higher education. Eligibility for the lump sum payment will be:

TENTATIVE AGREEMENT ONLY.

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- a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
 - b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
3. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 31, 2023.

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

- a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
 - b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
3. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 31, 2023.

The provisions contained in this MOU become effective on ~~July 1~~ January 1, 2023.
~~This MOU shall expire June 30, 2025~~ December 31, 2023.

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

- a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
 - b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
3. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 31, 2023.

The provisions contained in this MOU become effective on ~~July 1~~ January 1, 2023.
~~This MOU shall expire June 30, 2025~~ December 31, 2023.

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

F. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Implementing ~~Service~~ Recognition and Retention Lump Sum Payment

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 Washington Federation of State Employees (WFSE) is entered into for the purposes of implementing a recognition lump sum payment.

- A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID pandemic and the ~~urgent~~-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. Employees who meet the definition of career seasonal are not considered to have 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 July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.
- C. Bargaining unit employees will only receive one lump sum payment regardless, of whether ~~if~~ they occupy more than one position within State government or higher education.
- a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.
 - b. Payment eligibility is based on employee's position on July 1, 2023
- D. The amount of the lump sum payment for part-time and on call employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

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

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

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the \$250 benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

For the Employer:

For the Healthcare Coalition:

/s/

Ann Green, OFM
Lead Negotiator

/s/

Jane Hopkins, President
SEIU 1199NW

/s/

Karen Estevenin, Executive Director
PROTEC17

H. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO

24/7 Facility Premium Pay

Washington State 24/7 facilities provide vital services to vulnerable individuals within our care. To recognize employees that are providing the services required at these facilities and to strengthen recruitment and retention efforts to ensure continued delivery of services, the parties agree to implement a temporary 24/7 Facility Premium Pay as follows:

Employees who are assigned to a facility that provides direct care to residents, patients and/or clients and whose duties are required to be performed on location will receive a ~~two-and one-half~~ five percent (~~2.5~~%) premium pay for all hours actually spent working on location. Agency locations that are designated as 24/7 facilities are listed in Attachment A to this Memorandum of Understanding and the agency shall determine which positions are eligible for this premium pay. The determination of position eligibility shall not be subject to the grievance procedure.

For the purposes of this MOU holidays not worked and hours designated as vacation leave, sick leave and compensatory time shall not include the additional ~~2.5~~% premium. Employees in positions whose duties are not required to be performed on location and who are eligible for regularly scheduled telework shall not be eligible for this premium pay unless their telework agreement specifically requires them to work on location three or more days per week. This premium pay is added to the base salary and shall expire on June 29, 2025.

Dated on September 21, 2022

For the Employer:

For the Union:

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

Attachment A

<u>Agency</u>	<u>Location</u>
<u>DCYF</u>	<u>JR Secure Residential Facilities</u> <u>JR Community Residential Facilities</u>
<u>DSHS-BHA</u>	<u>Eastern State Hospital</u> <u>Western State Hospital (Civil and Gage)</u> <u>Special Commitment Center (to include Secure Community Transition Facilities)</u> <u>Child Study Treatment Center</u> <u>Fort Steilacoom Competency Restoration Program</u> <u>Maple Lane Competency Restoration program</u> <u>Maple Lane Residential Treatment Facility</u> <u>Maple Lane NGRI</u> <u>Brockmann Campus Residential Treatment facility</u>
<u>DSHS-DDA</u>	<u>Lakeland Village RHC</u> <u>Rainier School RHC</u> <u>Fircrest School RHC</u> <u>Yakima School RHC</u> <u>State Operated Community Residential</u>
<u>DVA</u>	<u>Orting</u> <u>Port Orchard</u> <u>Spokane</u> <u>Walla Walla</u>

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

AGENCY MEMORANDA OF UNDERSTANDING

~~A. DEPARTMENT OF AGRICULTURE~~

~~An employee working within the Grain Program with less than forty (40) hours accumulated overtime in a month may be excused from an involuntary overtime assignment once per month; provided the excused overtime assignment does not interrupt service delivery and employees possessing the required skills and abilities of the excused position(s) are available. This provision will sunset June 30, 2023.~~

~~Dated June 7, 2018~~

~~For the Employer:~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~For the Union:~~

~~/s/~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~B. DEPARTMENT OF ENTERPRISE SERVICES~~

~~This Memorandum of Understanding (MOU) by and between the Washington State Department of Enterprise Services (DES), the Washington Federation of State Employees (WFSE) and the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer) is regarding the breaks and lunch periods on the swing shift in the “Inserting” section of the DES Consolidated Mail.~~

~~The parties mutually agree to the following:~~

- ~~1. The parties recognize the informal practice for employees working the swing shift in the “Inserting” section has been to combine breaks and rest periods in a manner that meets the personal preferences of the incumbents currently impacted and contributes to increased efficiency within the unit.~~
- ~~2. The parties agree to vary from the language in Article 6.5 and 6.7 of the General Government CBA as follows:~~
 - ~~a. WFSE represented employees working the swing shift in the “Inserting” section will have two (2) thirty (30) minute breaks per workday rather than one (1) thirty (30) minute break and two (2) fifteen (15) minute rest periods.~~
 - ~~b. These thirty (30) minute breaks will occur at or as near as possible to 3:00 PM and 6:00 PM.~~
 - ~~c. For the purposes of administering the remaining terms of Article 6.5 and 6.7, the first thirty (30) minute break shall be considered the break and the second thirty (30) minute period shall be considered the rest period.~~
 - ~~d. The parties agree to review this schedule no less frequent than every twelve (12) months to discuss its ongoing feasibility. The first discussion shall occur no later than twelve (12) months from the date of the last signature of the parties on this MOU.~~
 - ~~e. Either party may rescind this Agreement with thirty (30) days written notice.~~
- ~~4. Except as specifically modified in the Agreement, all provisions of the CBA including the remaining terms and conditions of Articles 6.5 and 6.7 remain in full force and effect.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

5. ~~This Agreement is not precedent setting and will not reflect on the position that either party takes during the negotiation of a successor CBA.~~

~~Dated July 27, 2020~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

EA. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
THE DEPARTMENT OF CORRECTIONS
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Mandatory Arming Workgroup

The parties have established a workgroup for the purpose of studying the concept of mandatory arming. The workgroup consists of no more than three (3) union members and three (3) management members and meets quarterly at mutually agreeable times and locations. The union members shall be released from work to attend. The parties may bring in subject matter experts by mutual agreement. The workgroup shall make final recommendations to the agency prior to the expiration of the 2021 – 2023 collective bargaining agreement. Final recommendations will be reviewed by the union and the agency appointing authority who will work together towards a mutually agreeable strategy for successful implementation. Implementation shall be contingent upon legislative approval and funding.

This memorandum of understanding shall expire on June 30, 2023.

Dated August 10, 2020

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

~~Leanne Kunze~~Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~Chief
Negotiator

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

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

Regular Work Schedules

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

Temporary Schedule Changes

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

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

~~Compensation for Typical Fire Suppression Duties When Dispatched by DNR:~~

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

- ~~1. Employees will be paid at a one and one half (1½) times the sum of their regular hourly rate (plus two dollars [\$2.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.~~
- ~~2. Two dollars (\$2.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift~~

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

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

~~Compensation When Deployed to a Closed Satellite Camp:~~

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

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

~~Length of Deployment~~

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

~~and recuperation period if not already taken at the earliest opportunity consistent with safety and scheduling considerations.~~

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

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

~~Decision 12956 – PSRA~~

~~Effective Date: December 21, 2018~~

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

~~Acknowledged and Agreed, Dated August 17, 2020~~

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

~~Leanne Kunze~~Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~Chief
Negotiator

EC. DEPARTMENT OF TRANSPORTATION

Work Apparel

This MOU applies to employees performing highway maintenance or facilities activities within the Washington State Department of Transportation (WSDOT).

- A. The parties agree that effective July 1, ~~2021~~2023 through June 29, ~~2023~~2025 WSDOT will provide employees performing these activities a choice of overalls, coveralls, and jeans/pants/shirts, or a combination of all these items, provided:
1. A commercial service is available at the employee's work location; and
 2. The Appointing Authority determines the cost/benefit of this service is appropriate given the employee's working conditions.
- B. At least annually, employees approved to receive this service will choose the mix of apparel they want to wear each week for the next twelve (12) months.
- C. An employee is not obligated to wear overalls, coveralls, or jeans/pants/shirts, and can choose to provide their own work apparel.
- D. If an employee chooses to provide their own work apparel, they are encouraged to opt out of the commercial apparel to reduce unnecessary costs.

~~Dated September 9, 2020~~

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Chris Fox
WFSE/AFSCME Council 28
Chief Negotiator

FD. DEPARTMENT OF TRANSPORTATION**Premium Pay Equipment List**

Equipment Type	B	C	Example Equipment
Crane requiring Labor and Industry certification		x	Swing Cab Crane, Fixed Cab Crane, Articulating Crane, Digger Derrick Crane
Truck, Traffic Long Line Striper	x		Region Stripers
Truck, Tunnel Washer	x		
Truck, Catch Basin Cleaner and Assistant	x		Vactor, Camel
Trailer over 25,000 lbs. (Includes pups)	x		Pups, Flushers, Belly Dumps, Tilt
Wing Plow, Truck Mounted (in up or down position)	x	x	
Tow Plow		x	
Snow Blowers (and snow blower attachments)	x		
Pickup Brooms	x		Athey, Johnson 4000
Tractors with side arm attachments	x		Tractors with brush cutter or flail. Ford 7740
Mowers, 10' & wider or 2 or more mowers	x		Ford 9040
Backhoe	x		Case 580L
Liquid Asphalt Distributors	x		
Chip Spreader, Self Propelled	x		Etnyre, Rosco
Montana Paver	x		
Pavers (self-propelled), Pavement grinders (self-propelled)		x	
Pavement Grinders, Roto-Mill, Loader Mount	x		
Compact Excavator, Dig Depth less than 15'	x		
520 Workboat	x		
Archie Allen		x	
Excavator, Dig Depth over 15', Over 26,000GVW		x	Drott
Graders		x	Champion 740
Dozer, Tractor Crawler		x	Cat D6-D7
Lowboy, Trailer & Tractor		x	
Spider Excavator		x	
Belt Loader	x		Athey
U-BIT Operation (ground and bucket)	x		
Truck Mounted Attenuator (TMA)		x	

Equipment not listed defaults to Class A.

Note:

- Class A: Does not qualify for premium pay

- Class B: Highway Maintenance Worker 1 qualifies for premium pay
- Class C: – Highway Maintenance Worker 1, Highway Maintenance Worker 2, Highway Maintenance Worker 3, Maintenance Specialist 2, Maintenance Specialist 3, Maintenance Mechanic 3, Bridge Maintenance Specialist 1, Bridge Maintenance Specialist 1, Bridge Maintenance Specialist 2, Bridge Maintenance Specialist 3 and Bridge Maintenance Specialist Lead qualify for premium pay
- For equipment with attachments, where operating the attachment qualifies for premium pay, premium pay hours will be recorded on time sheets only when the attachment is operated.

Dated September 17, 2020

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

~~Leanne Kunze~~ Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~ Chief
Negotiator

~~G. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~
State Operated Living Alternatives (SOLA) with the Department of Social and Health Services

The parties recognize and agree that the foremost responsibility of the SOLA program is to support individuals based on their preference and need. With this principle in mind, the parties agree that Article 3, Bid System will apply to the SOLA program with the following limitations:

- ~~Employees may bid between SOLA homes located in the same county where their position is permanently assigned.~~
- ~~The Appointing Authority or Designee may reassign an employee within the first sixty (60) calendar days after the bid process placement into a position if a client expresses concerns working with that staff member. The concerns and any attempts to resolve the concerns will be documented and presented to the Director of State Operated Community Residential (SOCR). No reassignment will occur without the approval of the Director of SOCR. This type of reassignment will not be documented as or characterized as a disciplinary action. If an employee is reassigned, as described in this MOU, the employee will not be prohibited from bidding to other locations.~~
- ~~Reassignment from a bid position under Article 3.10, occurring within the first sixty (60) calendar days as described above, is not subject to the grievance procedure in Article 29 when the reassignment is based on client need or choice.~~

~~This Memorandum of Understanding will sunset on June 30, 2023.~~

~~Dated July 27, 2020~~

For the Employer:

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

For the Union:

~~/s/~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

HE. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Compensatory Time for the Department of Social and Health Services at 24/7 Facilities

In addition to the provisions of Article 7.5, the parties agree to the following for overtime-eligible employees working at the Department of Social and Health Services at Eastern State Hospital, Western State Hospital, Child Study and Treatment Center, Special Commitment Center, Fircrest School, Lakeland Village, Rainier School, ~~and~~ Yakima Valley School, [State Operated Living Alternatives \(SOLA\)](#), [State Operated Community Residential \(SOCR\)](#), [Competency Restoration Programs at Fort Steilacoom \(FSCR\)](#) and [Maple Lane \(MLCRP\)](#), [Civil Residential Treatment Facilities \(RTF\) at the Maple Lane Campus in Vancouver](#), and the [NGRI Residential Treatment Facility \(RTF\) at the Maple Lane Campus](#).

The Employer will only agree to approve compensatory time in lieu of cash payments for overtime to an overtime-eligible employee when the employee works a majority of their shift (for night shift, when the shift begins) on any of the following dates:

2021	2022	2023	<u>2024</u>	<u>2025</u>	
	01/01/22	01/01/23	01/01/24	01/01/25	New Year's Day
	01/17/22	01/16/23	01/15/24	01/20/25	Martin Luther King Jr. Day
	02/21/22	02/20/23	02/19/24	02/17/25	President's Day
	05/30/22	05/29/23	05/27/24	05/26/25	Memorial Day
			06/19/24	06/19/25	Juneteenth
07/04/21	07/04/22	07/04/23	07/04/24		Independence Day
09/06/21	09/05/22	09/04/23	09/02/24		Labor Day
11/11/21	11/11/22	11/11/23	11/11/24		Veteran's Day
11/25/21	11/24/22	11/23/23	11/28/24		Thanksgiving Day
11/26/21	11/25/22	11/24/23	11/29/24		Native American Heritage Day
12/25/21	12/25/22	12/25/23	12/25/24		Christmas Day

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

An employee may elect to accrue compensatory time in lieu of cash payment for overtime for the holiday calendar date or their designated holiday, but not both.

An Employee will follow the rules of compensatory time use per Article 7.5 C. and will only be allowed comp time usage for planned leave.

~~The parties mutually agree to meet during the month of April 2022, upon request of the Employer, for the sole purpose of reviewing the usage data, financial impacts and adjustments to the list of holidays, and/or the inclusion of any newly designated holidays that occur during the period of July 1, 2022 — June 30 2023.~~

This MOU shall expire on June 29, ~~2023~~ 2025

~~Dated September 17, 2020~~

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

~~Leanne Kunze~~ Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~ Chief
Negotiator

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

MHT 5 Classification Union/Management Ad-Hoc Committee

~~The Employer and the Union agree to form an MHT 5 Classification union/management ad-hoc committee in accordance with CBA Article 37.1.D. Participation in the committee will be in accordance with 37.2.B, with resources from OFM/SHR as appropriate. The committee shall be established within sixty (60) days of the signing of this memorandum of understanding, with the first meeting to take place prior to January 31, 2021. If subsequent meetings are deemed necessary, it will be by mutual agreement and their frequency will be determined by the members of the ad-hoc committee. Employee participation and release will be governed by 37.3.A & B.~~

~~Employees in the MHT5 positions hold important roles in the two state hospitals. They provide needed support to the RN4 nurse managers, and ensure the smooth running of the wards to which they are assigned by providing needed administrative functions. The purpose of the committee is to conduct a focused review of the current duties and responsibilities of the MHT5 classification in relation to the work currently identified in the job class specification. The committee will also take into consideration other direct care positions, including the LPN 4 classification, and an evaluation of the salary levels commensurate with the responsibilities shared between them. In addition to the above, the committee will review recruitment/retention data, as defined for classification and compensation purposes, for the MHT5 classification. The committee will make final recommendations to the SHR Director for consideration and potential further action prior to the expiration of the 21-23 WFSE-GG CBA. The parties may bring in subject matter experts by mutual agreement.~~

~~This MOU will expire on June 29, 2023~~

~~Dated November 9, 2020~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~J. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF VETERANS AFFAIRS
AND
WASHINGTON FEDERATION OF STATE EMPLOYEE
LEAVE, ATTENDANCE AND OVERTIME WORK GROUP~~

The parties agreed at the Leave, Attendance, and Overtime Work Group meetings, that the parties would make changes to the following to ensure that we are working to provide staff a work-life balance:

- ~~**On-call Operating Procedure:** Created procedures to establish expectation to ensure that on-call staff are utilized appropriately.~~
- ~~**Rotating schedules pilot program (Specific to WVH only):**~~
 1. ~~Management will identify which vacant positions/schedules to use for the pilot program. Once positions have been identified then management will place them in specific neighborhoods where there is greatest need.~~
 2. ~~Workweeks will consists of eighty (80) hours in a fourteen (14) day work period.~~
 3. ~~The program will be implemented on a volunteer basis, utilizing the bid process will allow for volunteers for the program to be selected based on seniority.~~
 4. ~~If there is not enough volunteers/bids for the pilot program, positions will go through the hiring process.~~
 5. ~~The program is for six (6) months. Any schedule changes will be in place, effective for six (6) months.~~
 6. ~~Employees who bid into the pilot positions would be placed in the position on a non-permanent basis, reducing the risk of losing their current bid position and allowing the employee to return to their original schedule.~~

In order to determine if the pilot program is a success and aid in the determination of keeping the rotational schedules permanent, performance indicators must be assessed accordingly.

Performance Indicators will be:

1. ~~Evaluate turnover within the 6 (six) month pilot program for rotational positions.~~
2. ~~Review the potential reduction in the use of agency staff.~~
3. ~~Gain employee feedback at the beginning and end of pilot program from those employees participating in the program.~~
4. ~~Metered application flow in response to rotational schedule offering to identify potential increase or decrease.~~
5. ~~Metrics on call outs and mandatory overtime for staff in rotational positions in comparison with those in fixed schedules.~~

- ~~**Mandatory Overtime:** Implemented no mandatory overtime for new hires until 60 days after hire. This will allow for new staff to become better acclimated to the facility and ensure that staff are well trained.~~
- ~~**Call In Operating Procedure:** Created procedures that outlines the agency procedures regarding call in expectations of direct care staff, to assure that there is sufficient qualified nursing staff available at all times.~~
- ~~**Shift Exchange:** Overtime-eligible employees employed at Department of Veterans Affairs Skilled Nursing Facilities who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:~~
 - A. ~~Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.~~
 - B. ~~The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.~~
 - C. ~~Requested shift exchanges will be considered on a case by case basis.~~
 - D. ~~Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.~~
 - E. ~~For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.~~
 - F. ~~An employee will not receive shift premium pay under Article 42.18, Shift Premium, solely as a result of a shift exchange. Each employee will be considered to have worked their regular scheduled work shift for purposes of shift premium pay.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~G. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.~~

~~The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.~~

~~This Memorandum of Understanding will sunset on June 29, 2023.~~

~~**Dated August 31, 2020**~~

For the Employer:

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

For the Union:

~~/s/~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

**KE. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

RE: Non-Permanent Appointments

The following represents the agreement between the Parties consisting of the State of Washington (Employer), the Washington State Employment Security Department (ESD), and the Washington Federation of State Employees (Union) regarding the extension of non-permanent appointments beyond twelve months under specific circumstances.

Whereas the economy takes a downward turn, ESD must respond by immediately increasing staffing to respond to the increase in unemployment claimants, and clients seeking employment services through WorkSource. When the economy improves, the result is fewer unemployment claimants and fewer clients utilizing WorkSource services resulting in the need for ESD to reduce staffing through layoff actions.

Whereas the Parties agree that allowing for extended non-permanent appointments during periods of economic downturns would greatly reduce layoff impacts for permanent staff and benefit permanent staff and ESD.

The Parties agree to the following as an additional reason for making non-permanent appointments in Article 4.5 A.1 as well as an additional exception to the length of a non-permanent appointment:

1. During periods of economic downturn, ESD may extend non-permanent appointments for longer than twelve (12) months.
2. An economic downturn begins:
 - a. When the average seasonally adjusted total unemployment (SATUR) equals or exceeds 6.5% for the past three months; and
 - b. The SATUR is at least 110% of the average in either or both of the corresponding 3-month periods in the two prior calendar years;
3. The economic downturn ends:
 - a. When the SATUR falls below 6.5% for the past three months; and the SATUR is less than 110% of the average in either or both of the corresponding 3-month periods in the two prior calendar years.
4. Non-permanent appointments in place when the economic downturn begins, and non-permanent appointments made during the economic downturn, may be extended up to twelve (12) months after the economic downturn ends.

When an economic downturn has begun as defined in 2. above and ESD determines the MOU will need to be implemented, ESD will provide written notice to the Executive Director of the WFSE.

Dated ~~July 27, 2020~~ August 4, 2022

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

~~Leanne Kunze~~ Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~ Chief
Negotiator

~~L. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Department of Labor and Industries Temporary Salary Increase for DOSH Compliance
Staff for Recruitment Purposes~~

~~The COVID-19 pandemic that has devastated the nation has had significant impact on many state agencies and staff. The Division of Occupational Safety and Health of L&I has been severely affected by loss of staff, who have left due to the unusual pressures of the work and often to accept positions in the private sector. In addition, the agency has had difficulty filling the increasing number of vacancies resulting from the COVID-19 pandemic. In an effort to mitigate these factors, the parties agree to a temporary salary increase for Compliance Program positions in the following job classifications: Safety and Health Specialist 3, Safety and Health Specialist 4, Industrial Hygienist 3, Industrial Hygienist 4 and in-training positions.~~

~~The parties agree that a temporary seven and one-half percent (7.5%) increase will be added to the base rate of pay for the compliance program positions listed in the job classifications above, who are responsible for inspections, investigations and enforcement related to the COVID-19 pandemic. This MOU does not include DOSH Consultation staff within the above job classifications. This temporary increase is intended to address the high level of vacancies in these critical roles and will assist the agency to recruit qualified candidates for vacant positions. This temporary increase to the base rate of pay shall be effective from July 1, 2021, to June 30, 2023, and the base rate of pay for these positions will return to the previous rate, without the temporary increase, effective July 1, 2023.~~

~~This MOU will expire on June 30, 2023.~~

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Leanne Kunze
WFSE/AFSCME Council 28
Executive Director

MG. PARKS AND RECREATION COMMISSION

The parties agree to create a Union Management Communication Subcommittee to focus on law enforcement issues of Park Rangers employed within the Washington State Parks and Recreation Commission. The purpose of the committee will be to identify law enforcement related issues and concerns on the part of ranger staff and discuss potential solutions, processes and strategies in a collaborative manner with management. The committee will be known as the “Law Enforcement Sub-committee” and will operate under the following terms and conditions.

1. The committee will exist for the duration of the ~~2021-2023~~-~~2023-2025~~ Agreement.
2. The committee will consist of up to four (4) employees appointed by the Union and up to four (4) employees appointed by the Employer.
3. The committee facilitator will be the Washington State Parks Chief of Visitor Protection and Law Enforcement.
4. The committee will meet twice a year, once in the spring and once in the fall.
5. Participation of the Union designated representatives will be in accordance with Article 37.3 of this Agreement.
6. The desired outcome of this committee is improved communication and transparency in agency decision making and priorities related to law enforcement issues.

Dated ~~August 10, 2020~~ August 4, 2022

For the Employer:

For the Union:

/s/

Scott Lyders, OFM
Labor Negotiator

/s/

~~Leanne Kunze~~ Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~ Lead
Negotiator

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

The parties to this Memorandum of Understanding (MOU): the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer; and the Washington State Patrol (WSP), agree on the following:

- 1) At any time between when an employee receives notice that the employee is the subject of an administrative investigation due to allegations of misconduct and when discipline is imposed, the employee may approach the employee's appointing authority and/or the division commander of the Office of Professional Standards (OPS) within the WSP to request a disciplinary settlement agreement. Employees are entitled to representation at any time during this process.
- 2) The parties agree that any such disciplinary settlement agreement:
 - a. Shall be subject to the mutual agreement of the employee and the WSP;
 - b. Is premised on the employee's acknowledgement of misconduct;
 - c. Shall include a stipulation that just cause for the discipline exists;
 - d. Does not constitute or establish a precedent or "past practice;"
 - e. May provide for days of suspension to be held in abeyance subject to subsequent proven findings;
 - f. May be executed by the employee and the WSP provided that the WSP emailed a copy of the Internal Incident Report (IIR) and the contemplated disciplinary settlement agreement to the WFSE Statewide Labor Advocate with a copy to the WFSE assigned Council Representative at least three (3) working days prior to the execution of the disciplinary settlement agreement. This three (3) working days' notice will be counted excluding the day the notice is sent and include the last day of timeliness. This three (3) day notice only applies when the employee has not elected representation in the administrative investigation process;
 - g. Signatories to the disciplinary settlement agreement shall note the date and time of signing;

- h. May include other terms appropriate for the circumstances;
 - i. Shall conclusively settle all issues related to the discipline and administrative investigation. No grievance, labor action, civil claim, legal action or other appeal may be filed by the employee regarding the discipline and administrative investigation;
 - j. Shall conclusively settle all issues related to the discipline and administrative investigation. No grievance, labor action, civil claim, legal action or other appeal may be filed by the WFSE regarding the discipline and administrative investigation unless the WSP fails to provide the WFSE with the notice specified in subsection (l)(f).
- 3) The parties agree that any notice requirements to the WFSE (including notice of contemplated discipline) shall be deemed met by the WSP if the WSP has complied with the requirements of subsection (1)(f).
- 4) Nothing in this MOU shall be construed to limit the Employer's authority to determine the method and develop guidelines for conducting investigations.
- 5) The MOU is effective upon the date of signature and continues until June 30, ~~2023~~2025.

Acknowledged and Agreed, Dated ~~July 27, 2020~~ August 4, 2022:

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

~~Leanne Kunze~~ Chris Fox
WFSE/AFSCME Council 28
~~Executive Director~~ Chief
Negotiator

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

**Compensatory Time for DSHS, Child Study & Treatment Center (CSTC) – Summer
Camping Activities and Backpacking Trip**

In addition to the terms and conditions already agreed upon under the parties “Compensatory Time for DSHS 24/7 Facilities” MOU, the employer shall grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employees in the Recreation Specialist classification that participate in ~~2021 and 2022~~the CSTC Summer Camping Trips and one-day backpacking trip. Recreation Specialists will follow the rules of compensatory time use per Article 7.5C.

This MOU is effective on July 1, ~~2021-2023~~ and will expire on June 29, ~~2023~~2025.

Dated ~~June 28, 2021~~August 4, 2022

For the Employer:

For the Union:

/s/

/s/

~~Gina L. Comeau~~Scott Lyders,
OFM
Labor Negotiator

~~Teresa Parsons~~Chris Fox
WFSE/AFSCME Council 28
~~Labor Advocate~~Chief
Negotiator

~~P. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Washington State Department of Veterans Affairs Temporary Shift Premium to Address
Staffing Shortages~~

~~The COVID-19 pandemic has had a significant impact on many state agencies and staff. During the pandemic, the Department of Veterans Affairs (WDVA) has not been able to adequately staff weekend, evening, or night nursing shifts, resulting in increased costs due to the utilization of a temporary staffing agency and overtime costs, and in general staff burnout and retention issues. To address the staffing issues and incentivize day, weekend, evening, and night shift work the parties agree to a program that provides a temporary day, weekend, evening, and night shift premium for the Nursing Assistant Certified (NAC) and Nursing Assistant Certified Lead classifications.~~

~~The parties agree that employees in the NAC and NAC Lead classifications who work:~~

- ~~• Monday-Friday day shift will receive two dollars (\$2.00) per hour, in addition to base rate of pay and any applicable shift premiums as outlined in Article 42.19 of the collective bargaining agreement.~~
- ~~• Weekend shifts (12:01 AM Saturday to 11:59 PM Sunday) will receive seven dollars (\$7.00) per hour, in addition to base rate of pay and any applicable shift premiums as outlined in Article 42.19 of the collective bargaining agreement.~~
- ~~• Evening shift will receive seven dollars (\$7.00) per hour, in addition to base rate of pay and any applicable shift premiums as outlined in Article 42.19 of the collective bargaining agreement.~~
- ~~• Night shift will receive seven dollars (\$7.00) per hour, in addition to base rate of pay and any applicable shift premiums as outlined in Article 42.19 of the collective bargaining agreement.~~

~~The temporary day, weekend, evening, and night shift premium will only be paid for hours worked during the hours listed above, including hours worked outside of the employee's regular schedule. An employee is not eligible for the additional shift premium if they have a scheduled or unscheduled absence as defined by the CBA for their regular shift and volunteered to work a weekend, evening or night shift within the same workday and/or next scheduled workday. No temporary day, weekend, evening, or night shift premium will be paid in addition to non-worked hours or holiday pay.~~

~~This pilot program shall be effective for forty-five days (45) from August 14, 2021 and will expire on September 27, 2021 unless there is mutual agreement to extend an additional forty-five (45) days.~~

~~Dated August 14, 2021~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Ann Green, OFM
Labor Relations Manager~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

**~~EXTENSION—Washington State Department of Veterans Affairs Temporary Shift
Premium to Address Staffing Shortages~~**

~~After an initial review of the pilot program on September 15, 2021, the Office of Financial Management (OFM), Washington Department of Veterans Affairs (WDVA) and the Washington Federation of State Employees (WFSE), mutually agree to extend the terms of this memorandum of understanding as described above an additional forty-seven (47) days. The expiration date will be November 13, 2021. WDVA will analyze the performance indicators and schedule a meeting to discuss the impact of the pilot program in December 2021.~~

~~Dated September 20, 2021~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Siobhan Murphy, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

~~Q. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~WFSE-GG — The Department of Natural Resources
COVID-19 Vaccination Requirement
(effective through March 31, 2022)~~

~~Consistent with the Governor's proclamation 21-14.3, and as directed by the Commissioner of Public Lands, including definitions, all employees are now required to be fully vaccinated or be covered by an exemption with an approved accommodation.~~

~~By the previous vaccination requirement memorandum of understanding (MOU), dated September 22, 2021 and effective through December 31, 2021, all employees were required to take the necessary steps to be fully vaccinated by October 18, 2021 or be approved for a medical or religious accommodation, unless otherwise authorized under the MOU.~~

~~The definition of fully vaccinated may include FDA approved booster shots. The parties agree to meet within thirty (30) calendar days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.~~

~~The parties agree to the following:~~

~~1. — Vaccination Verification~~

~~Information disclosed to the Employer during the vaccination verification process will only be accessed or shared by the Employer on a need-to-know basis.~~

~~2. — Workplace Safety~~

- ~~a. — In accordance with current mandates, Agency policy, DOH, L&I, and CDC as well as federal, state and/or local guidelines:
 - ~~i. — Employee and visitor masking will be required as outlined by the above referenced guidelines.~~
 - ~~ii. — Symptom screenings will continue in accordance with the above referenced guidelines.~~~~
- ~~b. — If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense. This does not include the confirmation of negative tests to return to work under quarantine or isolation guidelines. Home test kits are not eligible for reimbursement.~~

~~3. Leave for Isolation or Quarantine~~

- ~~a. When an employee tests positive using a rapid test at an employer-conducted screening and is sent home to isolate, and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank.~~
- ~~b. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the Employer is unable to provide an alternative work assignment.~~

~~4. Emergency Contracting~~

~~Any emergency contracting out due to short staffing as a result of the vaccine mandate will supplement and not supplant bargaining unit positions.~~

~~5. Conditions of Employment and Leave~~

- ~~a. The Employer will notify an employee when a previously approved temporary accommodation under the vaccine mandate is no longer feasible.~~
 - ~~i. If the employee provides written notice that they wish to pursue a reassignment, the Employer may move forward with identifying alternative vacant funded positions.~~
 - ~~ii. If the employee does not provide a written request for reassignment within the timeframe set by the Employer, or the Employer has provided written notification to the employee that no reassignment is available, the employee must provide proof of receipt of an initial vaccine dose within ten (10) calendar days in order to remain employed.~~
 - ~~iii. If the employee does not provide proof of beginning the vaccination regimen within ten (10) calendar days, the employee will be subject to non-disciplinary separation.~~
 - ~~iv. Consistent with agency practice and the collective bargaining agreement, and during the time that the employee is becoming fully vaccinated (not to exceed fifty-five (55) calendar days from the date of written notice), the Employer will allow the use of either:~~
 - ~~(1.) accrued vacation leave, personal leave day, personal holiday, compensatory time or exchange time, leave without pay, or a combination of these; or~~
 - ~~(2.) telework as a temporary accommodation if it meets the agency's business needs.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~b. An employee who fails to provide proof of becoming fully vaccinated within the specified time period will be subject to non-disciplinary separation.~~

~~c. Timeline extensions under this MOU will not extend non permanent, project or seasonal appointment end dates.~~

~~6. If a provision in this MOU conflicts with the CBA, the provision of this MOU will supersede the CBA.~~

~~The provisions contained in this MOU shall take effect upon the date of signature, whichever date is later, and shall expire on March 31, 2022.~~

For the State/Employer: _____ For the Union: _____

_____/s/_____
Valerie Inforzato Ariane Takano
Labor Negotiator Labor Advocate

Date: 01/10/2022 Date: 01/10/2022

~~R. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~DEPARTMENT OF SOCIAL AND HEALTH SERVICES~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Compensatory Time in Lieu of Overtime during Emergency Staffing in 24/7 Operations—~~
~~Developmental Disabilities Administration and Behavioral Health Administration~~

The Department of Social and Health Services (DSHS) is experiencing emergency staff shortages within some of the 24/7 facilities within the Developmental Disabilities Administration (DDA), Residential Rehabilitation Centers (Lakeland Village, Yakima Valley School, Rainier School, and Firerest School) and the Behavioral Health Administration (BHA) 24/7 facilities (Eastern State Hospital, Western State Hospital, Child Study Treatment Center, Special Commitment Center, Fort Steilacoom, and Maple Lane).

In recognition of overtime-eligible employees performing assigned work during times of emergency staffing at the above-referenced facilities, the Employer and Union agree to the following, in addition to the terms and conditions already agreed upon under the parties' "Compensatory Time for DSHS 24/7 Facilities" MOU:

- ~~Under the terms outlined below, the Employer will grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee at a DDA or BHA 24/7 Operations facility specifically referenced above who volunteers to work overtime during staffing emergencies, as determined by the Superintendent or CEO of the facility.~~
- ~~In order to grant compensatory time for this purpose under designated emergency staffing, the facility Superintendent or CEO must declare a staffing emergency.~~
- ~~Compensatory time will accrue at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of voluntary overtime worked.~~
- ~~Compensatory time will be paid only for those hours actually spent performing the duties of the assigned job during designated emergency staffing hours.~~
- ~~It is management's sole prerogative to determine when emergency staffing and voluntary overtime hours exist.~~
- ~~Emergency staffing and voluntary overtime hours available may differ by DDA facility due to the operational needs of the individual facility.~~
- ~~Employees will follow the rules of compensatory time use per Article 7.5.C, with the exception that compensatory time accrued in accordance with this MOU can only be used for planned leave.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~Nothing in this agreement will supersede Employer's management rights under the Collective Bargaining Agreement. This agreement will not limit the ability of the Employer to revert back to the current comp time MOU in the CBA upon expiration of this MOU~~

~~This provision is effective May 1, 2022, through November 30, 2022 unless extended by mutual agreement of the parties.~~

~~Dated April 28, 2022~~

For the Employer:

For the Union:

_____/s/

Scott Lyders, Labor Negotiator
OFM/SHR/LRS

_____/s/

Leanne Kunze, Executive Director
Washington Federation of State Employees

~~S. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Compensation for Overtime-Exempt Employees Providing Relief Coverage Outside of
their Current Job Duties during Emergency Staffing in 24/7 Operations~~

~~The Department of Social and Health Services BHA and DDA 24/7 facilities have encountered and continue to encounter significant challenges in maintaining staffing levels critical to operations, service delivery, and ensuring staff and resident/participant safety. 24/7 Staff are experiencing significant fatigue and diminished work/life balance due to the number of hours they are working in order to meet operational, patient, resident/participant, and staff safety needs. In order to maintain critical staffing levels, meet the operational needs, and help reduce staff fatigue, the Department of Social and Health Services (DSHS) has implemented emergency staffing plans at its 24/7 facilities within the Behavioral Health Administration (BHA), the Developmental Disabilities Administration (DDA), Residential Rehabilitation Centers (Lakeland Village, Yakima Valley School, Rainier School, and Fircrest School), and State Operated Community Residential facilities (SOCRs) located throughout Washington state.~~

~~To address emergency staffing needs, DSHS must be able to cover the work using all available employees. This MOU only applies to overtime-exempt employees who volunteer to perform work outside of their regular work schedule or on a regularly scheduled day off. This work is not part of the overtime-exempt employee's normal working hours or job duties. For purposes of this MOU, the work needed to maintain operations during emergency staffing may include but is not limited to work related to patient/resident care, food service, custodial, and laundry services.~~

~~The Employer and Union agree to the following:~~

- ~~1. Emergency staffing levels will be determined at the sole discretion of the CEO of the 24/7 BHA facility or the Superintendent of the 24/7 facility at Lakeland Village, Yakima Valley School, Rainier School, or Fircrest School. For DSHS SOCR facilities, emergency staffing will be determined at the sole discretion of the Director of State Operated Community Residential Programs.~~
- ~~2. The Appointing Authority will determine when employee volunteers are needed to perform work based upon the emergency staffing situation at their facility. Denials of any offer to volunteer will not be subject to the grievance procedure in Article 29 Grievance Procedure.~~
- ~~3. DSHS will make every effort to fill positions with WFSE bargaining unit employees assigned to that work prior to assigning a volunteer under this MOU. This includes contacting and offering overtime to on-call staff and WFSE represented overtime eligible employees at the facility who volunteer.~~

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

~~Effective: July 1, 2022~~

~~This MOU will expire on November 30, 2022~~

~~Dated: June 10, 2022~~

For the Employer

_____/s/

Scott Lyders, Labor Negotiator
OFM/SHR/LRS

For the Union

_____/s/

Leanne Kunze, Executive Director
Washington Federation of State Employees

~~T. — MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~DEPARTMENT OF SOCIAL AND HEALTH SERVICES~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

The parties agree to modify Appendix O of the WFSE General Government collective bargaining agreement to reflect the addition of a 7.5% Group C assignment pay for the Psychologist 4 job class to address the recruitment issues at DSHS Fort Steilacoom Competency Restoration Program (FSCRCP).

Appendix O shall be modified as follows:

~~APPENDIX O~~
~~ASSIGNMENT PAY~~

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference#
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Lead	627F	See References	3, 39
Construction & Maintenance Project Supervisor	627G	See References	3, 39
Custodian 1	378I	5 percent	9
Custodian 2	678J	5 percent	9
Electrician	608F	5 percent	51
Equipment Operator 1	618R	10 percent	12
Ferry Operator Assistant	653P	10 percent	5
Industrial Hygienist 2	394E	10 percent	56
Industrial Hygienist 3	394F	10 percent	56
Industrial Hygienist 4	394G	10 percent	56
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22
Bridge Maintenance Specialist Lead	597N	See References	5, 21, 22

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

GROUP A			
Class Title	Class Code	Premium	Reference#
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	10 percent	5
Maintenance Specialist 3	596J	10 percent	5
Maintenance Specialist 5	596L	See Reference	21
Bridge Maintenance Specialist 3	597I	See References	5, 22
Highway Maintenance Worker 1	596P	See References	5, 16, 22, 36
Highway Maintenance Worker 2	596Q	See References	5, 16, 22, 36
Bridge Maintenance Specialist 1	597F	See References	5, 21, 22
Bridge Maintenance Specialist 2	597G	See References	5, 21, 22
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	101H	5 percent	4
Psychiatric Security Attendant	347J	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Safety and Health Specialist 1	392E	10 percent	56
Safety and Health Specialist 2	392F	10 percent	56
Safety and Health Specialist 3	392G	10 percent	56
Safety and Health Specialist 4	392H	10 percent	56
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Traffic Safety Systems Operator 1	401A	10 percent	40
Traffic Safety Systems Operator 3	401C	10 percent	40
Traffic Safety Systems Operator 4	401D	10 percent	40
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

GROUP B		
Assigned Duty	Premium	Reference#
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DCYF, DFW, DSHS, Parks)	\$10.00/hour	37B
Certified Instructors (DOC)	\$15.00/hour	50
Specialty Teams (DOC)	5 percent	59
Clerical Crime Lab Support (WSP)	5 percent	25
CSR Team and SIR Team (WSP)	3 percent	27
Designated Corridors, Night Shift (DOT)	\$2.00/hour	49
Driving Fish Hauling Trucks (DFW)	10 percent	26
Dual Language Requirement	5 percent	18
Enhanced Drivers License (DOL)	10 percent	43
Emergency Spill Response Team (ECY)	See Reference	24
Illegal Encampments Right of Way (DOT)	10 percent	48
Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62
Patient Resident Supervision (DCYF, DSHS)	5 percent	1
Patient Transport (DSHS)	See Reference	17
Pesticide Sprayers (DOT)	See Reference	16
SCUBA Diving/DPIC Requirement	\$10.00/hour	3
Tree felling duties (DOT)	See Reference	63

GROUP C			
Agency/Class Code	Class Title	Location	Increase
Department of Agriculture			
567A	Grain Sampler/Weigher	Seattle	5 percent
567B	Grain Inspector 1	Seattle	5 percent
567C	Grain Inspector 2	Seattle	5 percent
567D	Grain Inspector 3	Seattle	5 percent
567E	Grain Inspector Supervisor	Seattle	5 percent
Department of Children, Youth and Families			
355H	Juvenile Rehabilitation Resident Counselor	Lewis Co. and Yakima Co.	5 percent
355K	Juvenile Rehabilitation Supervisor	Lewis Co. and Yakima Co.	5 percent
Department of Social and Health Services			
168K	DDS Adjudicator 3	King Co.	2.5 percent
168M	DDS Adjudicator 4	King Co.	2.5 percent
168L	DDS Adjudicator 5	King Co.	2.5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	22.5 percent
592W	Electronics Technician	Fircrest School	12.5 percent
602K	Stationary Engineer 2	Fircrest School	12.5 percent
602L	Stationary Engineer 3	Fircrest School	12.5 percent
306P	Occupational Therapist 3	Lakeland Village	10 percent
306P	Occupational Therapist 3	Pierce Co.	5 percent
306R	Occupational Therapist Supervisor	Pierce Co.	5 percent
304H	Occupational Therapy Assistant 2	Pierce Co.	5 percent
306V	Physical Therapist 3	Lakeland Village	15 percent
306R	Occupational Therapist Supervisor	Rainier School	10 percent
308G	Speech Pathologist/Audiologist 3	Rainier School	10 percent
362F	Psychologist—Forensic Evaluator	Special Commitment Center	5 percent
362D	Psychologist 4	Fort Steilacoom (FSCR)	7.5 percent
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent,	10 percent

TENTATIVE AGREEMENT ONLY.

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
600J	Equipment Technician 2	Enumelaw	5 percent
600K	Equipment Technician 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600K	Equipment Technician	Enumelaw	5 percent
600L	Equipment Technician Lead	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600L	Equipment Technician Lead	Enumelaw	5 percent
600M	Equipment Technician Supervisor	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except King County and Region HQ)	10 percent
148M	Fiscal Technician 2	King County	5 percent
596S	Highway Maintenance Worker 3	Enumelaw, Greenwater,	5 percent
596S	Highway Maintenance Worker 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton,	10 percent

TENTATIVE AGREEMENT ONLY.

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Seattle, Shoreline, Tacoma, Woodinville	
596X	Highway Maintenance Worker 4	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596X	Highway Maintenance Worker 4	Enumelaw, Greenwater	5 percent
626L	Maintenance Mechanic 3	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
626M	Maintenance Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
598P	Maintenance Operations Assistant Superintendent	Seattle or Shoreline	10 percent
596I	Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596I	Maintenance Specialist 2	Enumelaw	5 percent
596J	Maintenance Specialist 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline,	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Tacoma, Woodinville	
596J	Maintenance Specialist 3	Enumelaw	5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent
597N	Bridge Maintenance Specialist Lead	Bellevue, Lakewood, Tacoma	10 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596T	Highway Maintenance Supervisor	Enumelaw	5 percent
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596P	Highway Maintenance Worker 1	Enumelaw	5 percent
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597F	Bridge Maintenance Specialist 1	Enumelaw	5 percent
596Q	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Greenwater, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596Q	Highway Maintenance Worker 2	Enumelaw	5 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597G	Bridge Maintenance Specialist 2	Enumelaw	5 percent
179I	Property & Acquisition Specialist 1	Northwest Region (except King County)	2.5 percent
179J	Property & Acquisition Specialist 2	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	5 percent
179K	Property & Acquisition Specialist 3	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	10 percent
179K	Property & Acquisition Specialist 3	King County	5 percent
179L	Property & Acquisition Specialist 4	Headquarters, Eastern Region, Olympic Region	7.5 percent
179M	Property & Acquisition Specialist 5	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	7.5 percent
179M	Property & Acquisition Specialist 5	King County	2.5 percent
179N	Property & Acquisition Specialist 6	Olympia	7.5 percent
179N	Property & Acquisition Specialist 6	Seattle	2.5 percent
179N	Property & Acquisition Specialist 6	Spokane	7.5 percent
530M	Transportation Engineer 3 (Cadastral)	Northwest Region (except King County)	10 percent
530M	Transportation Engineer 3 (Cadastral)	King County	5 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office (Shoreline/King County)	5 percent
400V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett, King County [except Region HQ])	5 percent
Department of Veteran Affairs			
311E	Dietitian 1	Retsil	5 percent
Office of Attorney General			
425E	Legal Assistant 1	King County	10 percent
425F	Legal Assistant 2	King County	15 percent
425G	Legal Assistant 3	King County	15 percent
425H	Legal Assistant 4	King County	15 percent
425I	Legal Administrative Manager	King County	15 percent
Washington State Patrol			
396L	Deputy State Fire Marshal	North Bend	2.5 percent

REFERENCE #1:

Within the Department of Social and Health Services for the supervision, training, and mentoring of individuals with intellectual disabilities, or individuals with symptoms and behaviors related to significant mental illness; or in the Department of Children, Youth, and Families or DSHS for the supervision, training, and mentoring of Juvenile Rehabilitation (JR) institution residents or Department of Corrections offenders residing in JR facilities. Basic salary plus five percent (5%).

REFERENCE #2:

For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a month shall be paid to employees in this class.

REFERENCE #3:

For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

REFERENCE #4:

For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus five percent (5%).

REFERENCE #5:

For assigned operation of highway equipment rated above the employee's classification. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and

~~step M of the salary range representing a four range increase over the Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid for actual operations that continue for at least one (1) hour. Equipment operation that lasts for less than one (1) continuous hour shall not qualify the operator for premium pay. Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate.~~

REFERENCE #9:

~~For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus two (2) ranges will also be paid to designated working supervisor of floor crew.~~

REFERENCE #11:

~~For successful completion of the Department of Social and Health Services approved core curriculum which consists of forty-five (45) college quarter credit hours or its equivalent in semester hours and current participation in the development and implementation of assigned aspects of individual resident treatment activities. Basic salary plus five percent (5%).~~

REFERENCE #12:

~~Employees assigned to operate equipment above this level shall be compensated basic salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the higher rate on each day they operate the higher level equipment.~~

REFERENCE #14:

~~For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary plus ten percent (10%).~~

REFERENCE #16:

~~For mixing, record keeping, and application of pesticides by a licensed Department of Transportation spray operator. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four range increase over the Highway Maintenance Worker 2 class. Employees who are responsible for actual mixing, record keeping, and spraying of pesticide as documented by completion and signature of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at least one (1) hour. Mixing, record keeping, and application of pesticides that last for less than one (1) hour shall not qualify employees for assignment pay.~~

REFERENCE #17:

~~Payable to DSHS staff in classifications below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%). Payable for the greater of actual operating time or two (2) hours. Applicable only to the Department of Social and Health Services.~~

REFERENCE #18:

~~Employees in any position whose current assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%).~~

REFERENCE #20:

~~Basic salary plus ten percent (10%) for certified asbestos workers while they are required to wear and change into or out of full body protective clothing and a pressurized respirator.~~

REFERENCE #21:

~~Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.~~

REFERENCE #22:

~~Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while either operating an under bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck.~~

REFERENCE #24:

~~**Part A:** Within the Department of Ecology, basic salary plus ten percent (10%) to designated employees permanently assigned to the Emergency Spill Response Team.~~

~~**Part B:** Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for each hour on duty in the assigned duty week outside of normal work hours to designated employees not permanently assigned to the Emergency Spill Response Team.~~

REFERENCE #25:

~~Basic salary plus five percent (5%) for crime lab support staff performing evidence handling activities.~~

REFERENCE #26:

~~Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for employees with a Class A or Class B Commercial Driver's License performing the following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL truck for authorized maintenance, fish loading or unloading, pre and post trip inspections, and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter on an hour for hour basis, rounded up to an hour.~~

REFERENCE #27:

~~Basic salary plus three percent (3%) to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team.~~

REFERENCE #29:

~~Upon review from OFM State Human Resources and negotiations with OFM Labor Relations Section employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency, will be compensated basic salary plus specified percentages as detailed in the Group C listing.~~

REFERENCE #35:

~~Basic salary plus five percent (5%) for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission.~~

REFERENCE #36:

~~Basic salary plus ten percent (10%) while performing back flow valve testing.~~

REFERENCE #37B (WFSE Only):

~~Excluding employees whose assigned duties are classification specific or position specific, within the Washington State Parks and Recreation Commission, Department of Children, Youth, and Families, and the Department of Social and Health Services, certified instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range.~~

REFERENCE #39:

~~Construction and Maintenance Project Lead and Construction and Maintenance Project Supervisor positions assigned to marine crew will be compensated basic salary plus ten percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on each day they operate Class C equipment.~~

REFERENCE #40:

~~Basic salary plus ten percent (10%) will be paid to Department of Transportation employees in the northwest region permanently assigned to the I-90 tunnel and are responsible to monitor, maintain, and operate the highly complex and specialized tunnel systems located only at the I-90 tunnel.~~

REFERENCE #43:

~~Basic salary plus ten percent (10%) shall be paid to Department of Licensing employees who have successfully completed the DOL-sponsored Enhanced Drivers License Training Course and have been qualified and permanently assigned to denote US Citizenship and issue a Washington State enhanced driver's license or enhanced identification card.~~

REFERENCE #48:

~~Basic salary plus ten percent (10%) will be paid to Department of Transportation employees when assigned by the employer to work in or remove illegal encampments within State Right of Way.~~

REFERENCE #49:

~~Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees permanently or temporarily assigned to crews that maintain designated corridors on night shift because heavy congestion on the roadway prevents these activities from occurring during the day.~~

~~Employees temporarily assigned to night shift to perform snow and ice removal do not qualify for the premium.~~

REFERENCE #50:

~~Within the Department of Corrections (excluding those assigned to the Training and Development Unit and Emergency Operations Unit), certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol maintenance, will be compensated at basic salary plus fifteen dollars (\$15.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training.~~

REFERENCE #51:

~~Within the Department of Enterprise Services, basic salary plus five percent (5%) for work assigned on and/or testing of high voltage distribution systems of 751 volts or more and will be rounded up to the nearest hour.~~

REFERENCE #53:

~~Within the Washington State Parks and Recreation Commission, basic salary plus seven and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such duties will be assigned in writing and as directed by management.~~

REFERENCE #55:

~~Basic salary plus two and one half percent (2.5%) for Security Guards and Residential Rehabilitation Counselors within the Department of Social and Health Services that are assigned to the Special Commitment Center (SCC) firefighting response team.~~

REFERENCE #56:

~~Within the Department of Labor and Industries, conditional to serious hazard exposure as defined by RCW 49.17.180(6): Industrial Hygienists and Safety & Health Specialists will be compensated basic salary plus ten percent (10%) for each hour they are required to use personal protective equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous worksite to consult, inspect or investigate where serious hazards are present.~~

REFERENCE #59:

~~Basic salary plus five percent (5%) shall be paid to trained and qualified employees who are assigned members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT), Crisis Negotiation Team (CNT) and Critical Incident Stress Management (CISM). Assignment pay under this reference shall be paid on an hour for hour basis for every hour worked during an authorized team related assignment or training.~~

REFERENCE #62:

~~Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Northwest High Intensity Drug Trafficking Area employees for performing criminal intelligence and investigative analysis work. Activities include de-confliction communications with other government public safety agencies for officer safety, developing criminal link to associates and family members for known or potential criminal activities, and interviewing individuals and their attorneys.~~

REFERENCE #63:

~~For certified Department of Transportation employees in positions permanently assigned duties that include tree evaluation and felling. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary representing a four (4) range increase over the Highway Maintenance Worker 2 class for each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.~~

~~The modifications contained in this MOU will be effective on the date of signatures and will become current contract language in the 2021-2023 CBA.~~

~~Dated December 16, 2021~~

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

Leanne Kunze
WFSE/AFSCME Council 28
Executive Director

~~U. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Office of the Secretary of State — COVID-19 Vaccination Requirements~~

~~COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians over the past several months have made a difference and have altered the course of the pandemic in fundamental ways.~~

~~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. As a result of the above noted situation, and consistent with the Governor's proclamation 21-14.3 all employees of the Office of the Secretary of State are now required to become fully vaccinated or have an approved accommodation, as provided in this Memorandum of Understanding (MOU).~~

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

~~All employees will take the necessary steps to be fully vaccinated by **February 25, 2022** or be approved for a medical or religious accommodation, unless otherwise authorized under this MOU.~~

~~The definition of fully vaccinated may in the future include FDA-approved booster shots. The parties agree to meet within thirty (30) calendar days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.~~

~~1. — Conditions of Employment and Leave~~

- ~~a. — If the provisions in the following Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated by February 25, 2022, the employee will be subject to non-disciplinary separation with the last day of employment on February 25, 2022.~~
- ~~b. — If an employee has submitted an exemption request by January 28, 2022, and cooperates with the process, the following will apply:~~
 - ~~i. — If an employee's accommodation request, at the exemption step, is still being reviewed on February 25, 2022, the employee will be authorized to telework if available. Where the employer has determined that telework is not available, the employee will remain in paid status for a period of up to seven (7) calendar days and then will be required to use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, after February 25, 2022, until the exemption decision is provided.~~

- ii. ~~If an employee's exemption request has been approved but an accommodation has not been identified by February 25, 2022, the employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, after February 25, 2022, until an accommodation determination is made.~~
- iii. ~~If an employee's exemption request is denied or an accommodation is not available, the employee will have fifty-five (55) calendar days to become fully vaccinated, provided that:~~
- (1) ~~The employee must provide proof of receiving their first dose within ten (10) calendar days of the determination notification. Failure to provide this proof will result in non-disciplinary separation.~~
- (2) ~~The employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, during the fifty-five (55) calendar days.~~
- (3) ~~The employee must provide proof of being fully vaccinated within the fifty-five (55) calendar days. Failure to provide proof of being fully vaccinated within the fifty-five (55) calendar day period will result in non-disciplinary separation.~~
- C. ~~If an employee has received their first dose by February 25, 2022, but will not be fully vaccinated by February 25, 2022, the employee will have up to forty-five (45) calendar days, from the date they received their first dose, to become fully vaccinated.~~
- i. ~~Prior to February 25, 2022, the employee must provide proof of receiving their first dose. Failure to provide this proof will result in non-disciplinary separation with the last day of employment on February 25, 2022.~~
- ii. ~~After February 25, 2022, the employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, until they become fully vaccinated.~~
- iii. ~~The employee must provide proof of being fully vaccinated within the forty-five (45) calendar days. Failure to provide proof of being fully vaccinated within the forty-five (45) calendar day period will result in non-disciplinary separation.~~
- D. ~~Timeline extensions under Subsections 1b and 1c will not extend non-permanent or project appointment end dates.~~
- F. Separation Process:
- i. ~~A pre-separation notice for non-vaccination status will be sent to impacted employees by February 4, 2022, via U.S. Mail and work e-mail, if a work e-mail address is available. The notice will include the reason for the~~

~~intended separation and an opportunity to respond to the pre-separation notice, either at a virtual meeting scheduled by the Employer or in writing if the employee prefers; and that the employee is entitled to Union representation at a pre-separation meeting.~~

- ~~ii. The Employer will provide to the Union a list of these employees by February 18, 2022.~~
- ~~iii. If the foregoing provisions in Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated, notice of non-disciplinary separation will be sent to the employee.~~
- ~~iv. This process is not precedent setting.~~

~~2. Medical or Religious Exemptions and Accommodation Process~~

- ~~a. Employees will inform their Human Resources (HR) representative, either verbally or in writing, to request a medical or religious exemption and accommodation.~~
 - ~~i. Accommodation request forms will be posted to the agency's Staff Site and will be provided to employees upon request.~~
 - ~~ii. When an employee requests a form, the Employer will provide the form within three (3) business days of the request.~~
 - ~~iii. Employees are strongly encouraged to submit completed necessary materials no later than January 28, 2022, to better ensure their requests are processed timely. However, to the extent that requests are received after that date, the Employer will continue processing requests received through February 25, 2022.~~
- ~~b. Based on the information submitted, the Employer will determine whether a medical or religious exemption is approved.~~
 - ~~i. The employee will be notified in writing of the exemption determination.~~
 - ~~ii. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.~~
 - ~~iii. If the employee's request for an exemption is approved, their request will proceed to the accommodation process.~~
- ~~c. If an employee's request for a medical or religious exemption is approved, the Employer will determine whether an accommodation can be provided, the form of the accommodation, and the duration of the accommodation.~~
 - ~~i. The Employer will conduct a diligent review and search for possible accommodations within the agency. The Employer will attempt to~~

~~accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions. If an alternative vacant position is available, this reassignment will be offered as an option for employee to consider in the accommodation process if an accommodation is not available in the current position. The Employer will consider telework in its determination.~~

~~ii. An employee requesting accommodation must cooperate with the Employer in the interactive process and discuss the need for and possible form of any accommodation.~~

~~iii. The employee will be notified in writing of the accommodation determination.~~

~~iv. If the employee declines the accommodation offered by the Employer, the employee will be subject to non-disciplinary separation, except as provided under Subsections 1b and 1c.~~

~~d. All information disclosed to the Employer during the accommodation process will be kept in a confidential medical file only. This information will only be accessed or shared by the Employer on a need-to-know basis.~~

~~e. Upon request, an employee will be provided a copy of the information they submitted for their accommodation request.~~

~~f. An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request to the agency's HR Office in accordance with WAC 357-46-090 through 105. Following a disability separation, individuals may request reemployment in accordance with the requirements of WAC 357-19-475.~~

~~3. Vaccination Verification~~

~~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 or shared by the Employer on a need-to-know basis.~~

~~4. Vaccine Access and Education~~

~~a. Vaccination education may be provided on work time where reasonable, operationally possible by and with established affinity groups, or other venues where possible and as soon as possible.~~

~~b. Employees who have difficulty accessing vaccinations, due to their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites upon request.~~

- ~~e. Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked, not to exceed eight (8) hours per vaccination dose, except in extraordinary circumstances, such as when the vaccination is not available locally, and subject to Appointing Authority approval. The Employer may require that the time be supported by documentation.~~

~~5. Workplace Safety~~

- ~~a. The Employer will continue to follow established protocols regarding masking and screening requirements using DOH, L&I, and CDC guidance as well as applicable federal or state mandates and Agency policy.~~
- ~~b. If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.~~
- ~~c. If an employee is required to isolate or self-quarantine, and there is no telework option available, and the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave.~~

~~6. Personal Leave Day~~

~~After February 26, 2022, and no later than March 31, 2022, employees' leave accounts will be credited one (1) additional personal leave day. This personal leave day has no cash value and must be taken by June 30, 2023.~~

~~7. Agency Plan and Emergency Contracting~~

~~Any formalized agency plan developed by the Employer regarding staffing impacts due to vacancies created by the vaccination directive will be provided to the Union as soon as administratively feasible. The Union may request to meet to discuss questions regarding the provided formalized agency plan.~~

~~Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions.~~

~~8. Retirement~~

~~If an employee is not fully vaccinated by February 25, 2022 and has provided verification from the Department of Retirement Systems (DRS) that they have submitted retirement paperwork, the employee may use accrued leave or leave without pay until their retirement date. This provision expires on April 30, 2022. The use of accrued leave shall be subject to the definitions and provisions contained in the Collective Bargaining Agreement.~~

- ~~9. Leave without pay taken in accordance with this MOU will not impact seniority dates.~~

- ~~10. By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.~~

~~The provisions of this MOU shall expire on April 30, 2022 and may be renewed upon mutual agreement.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

The provisions contained in this MOU shall take effect upon Union ratification of a Tentative Agreement.

TENTATIVE AGREEMENT REACHED

~~For the Employer:~~

~~For the Union:~~

~~_____/s/ 1/21/22
Scott Lyders, OFM Date
Labor Negotiator~~

~~_____/s/ 1/24/22
Brandon Crawford Date
WFSE/AFSME Council 28
Labor Advocate~~

~~V. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Washington State Department of Veterans Affairs Temporary Voluntary Recruitment and Retention Incentives~~

~~The parties agree there is a significant recruitment and retention issue with the Nursing Assistant Certified (NAC) and Nursing Assistant Certified, Lead (NAC-Lead) classifications at the Washington State Department of Veterans Affairs. The recruitment and retention issue is impacting the agency's capacity to provide adequate resident care to our vulnerable veterans we are here to serve, as well as business operations, and it is contributing to a significant loss in federal revenue as we are not admitting residents in our facilities because of staffing issues. Additionally, measures need to be taken immediately in order to recruit and retain valued and critical nursing staff to proactively meet the overall mission of, "serving those who served."~~

~~The terms of the MOU may be subject to change if a renewal is agreed upon by all parties, prior to the expiration date. This MOU is directly tied to the receipt of federal matching funds through the Veterans Home Nursing Recruitment & Retention Grant Program and may be subject to change depending on financial feasibility, to include receipt and timing of such said funds. Further, the voluntary incentives will be taxed similar to all other taxable income.~~

~~To that end, the parties agree to:~~

- ~~1) — **Voluntary Recruitment Incentive:** WDVA will provide a recruitment incentive payment(s) to new NAC or NAC-Leads at all WDVA Skilled Nursing Facilities. These recruitment incentive payment(s) will expire on September 30, 2022.~~
 - ~~a) — An incentive payment of one thousand five hundred dollars (\$1,500.00) will be paid to employees who are hired into a permanent, full time NAC or NAC-Lead position, effective on their official date of hire, no earlier than the date of signing this MOU.~~
 - ~~a) — An incentive payment of one thousand five hundred dollars (\$1,500.00) will be paid to employees hired on or after October 1, 2021, and who are currently in probationary period for a permanent, full time NAC or NAC-Lead position on the effective date of the MOU.~~
 - ~~b) — An incentive payment of one thousand five hundred dollars (\$1,500.00) will be paid to permanent, full-time NAC or NAC-Lead who are hired on or after October 1, 2021, effective upon successful completion of probationary period, and required training is completed.~~
 - ~~c) — If an employee receives the payment(s) described above and resigns or is separated from employment within one (1) year of their official start date, the employee must pay back the full incentive amount received by the employee. If the employee leaves within two (2) years of their official start date, the employee must pay back \$1,500 (one thousand five hundred dollars). If they leave prior to three (3) years from the official start date, the employee must pay back \$500 (five hundred dollars).~~

- 1) ~~Voluntary Retention Incentive: WDVA will provide a retention incentive payment for existing permanent, full time NAC or NAC Lead staff at all WDVA Skilled Nursing Facilities. This retention incentive payment will expire on September 30, 2022.~~
 - a) ~~A retention incentive payment of three thousand dollars (\$3,000.00) will be paid to permanent, full time NAC or NAC, Leads at all WDVA Skilled Nursing Facilities who have been a permanent full time NAC or NAC, Lead for one (1) calendar year as of September 30, 2021, and who are meeting performance and work related standards as described in the performance plan process.~~
 - b) ~~If an employee receives the payment(s) described above and resigns or is separated from employment within one (1) year of receipt of the retention incentive, the employee must pay back the full incentive amount received by the employee. If the employee leaves within two (2) years of receipt of the retention incentive, the employee must pay back \$1,500 (one thousand five hundred dollars). If they leave prior to three (3) years from receipt of the retention incentive, the employee must pay back \$500 (five hundred dollars).~~
- 3) ~~Participation in any incentive program is voluntary and any employee who elects to participate will be required to sign an agreement with all relevant terms prior to receiving the payment.~~
- 4) ~~If WDVA is approved for an additional year of the Veterans Home Nursing Recruitment & Retention Grant Program, both parties agree to begin negotiations for a potential extension to this MOU no later than Monday September 5, 2022.~~

~~This MOU will expire on September 30, 2022.~~

Dated: February 18, 2022

For the Employer:

For the Union:

/s/

Siobhan Murphy, Labor Negotiator
OFM/SHR/LRS

/s/

Kurt Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

~~W. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES~~

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

~~During the COVID-19 pandemic, the Department of Children, Youth and Families (DCYF), Child Welfare Field Operations Division (CWFO) have encountered and continue to encounter significant challenges in maintaining staffing levels critical to operations, service delivery, and ensuring staff and child safety. Child Welfare Field Operations staff are experiencing significant fatigue and diminished work/life balance due to the number of hours they are working in order to meet operational, youth and staff safety needs.~~

~~To address emergency staffing needs, DCYF must be able to cover the work using all available employees. This MOU only applies to overtime-exempt employees who volunteer to perform work outside of their regular work schedule or on a regularly scheduled day off. This work is not part of the overtime-exempt employee's normal working hours or job duties and is temporary in nature. For purposes of this MOU, the work needed to maintain operations during emergency staffing may include but is not limited to work related to initial face-to-face (IFFs), monthly health and safety visits, and other emergent needs specific to ensuring child safety, health and well-being in Child Protective Services (CPS), Family Assessment Response (FAR), Family Voluntary Services (FVS), and Child and Family Welfare (CFWS).~~

~~The Employer and Union agree to the following:~~

- ~~1. — Emergency staffing levels will be determined at the sole discretion of the Assistant Secretary of Child Welfare.~~
- ~~2. — The Appointing Authority, in consultation with the Assistant Secretary of Child Welfare, will determine when employee volunteers are needed to perform work based upon the emergency staffing situation at their facility. Denials of any offer to volunteer will not be subject to the grievance procedure in Article 29 Grievance Procedure.~~
- ~~3. — DCYF will make every effort to fill positions with WFSE bargaining unit employees assigned to that work prior to assigning non-represented volunteer or WMS volunteer under this MOU. This includes contacting and offering overtime to on-call staff and WFSE represented overtime-eligible employees at the facility who volunteer. Bargaining unit work performed by a non-represented or WMS employee will remain bargaining unit work.~~

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

~~Effective April 7, 2022~~

~~This MOU will expire on November 30, 2022.~~

For the Employer

_____/s/

Gina Comeau, Labor Negotiator
OFM/SHR/LRS

For the Union

_____/s/

Jason Holland, Labor Advocate
Washington Federation of State Employees

**XJ. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
WASHINGTON LOTTERY
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)**

Washington Lottery J-Range Special Pay

This Memorandum of Understanding (MOU) by and between the Washington State Lottery (Lottery), the Washington Federation of State Employees (WFSE) and the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer) is regarding an increase to the J-Range Special Pay

The Washington's Lottery J-Range Special Pay was implemented in 1990 to standardize pay among drawing officials, who are selected from Lottery staff volunteers who hold various jobs throughout the agency. This range has not been modified to reflect the increased complexity of the draw function or the overall increase in state employees' salaries over the past 19 years. To assist with the agency's efforts to continue to attract experienced knowledgeable staff to perform this function, the parties agree to modify the special pay J Range provision contained in Appendix P of the collective bargaining agreement as follows:

“J” RANGE:

This range is a single rate per hour equivalent to range 69, step L. Use is limited to Lottery employees who volunteer and are selected for lottery drawing duty as one (1) of the following: (a) The Lottery Drawing Official (LDO); (b) the Lottery Security Official (LSO); or (c) the Headquarters Drawing Official (HDO), as described under Lottery procedures.

Employees performing these functions during their normal working shift will not be eligible for “J” range compensation. Employees performing these functions outside of their shift will be compensated by the “J” rate on an hourly basis with a two (2)-hour minimum per drawing period.

The modifications contained in this MOU will be effective on the date of signatures and will expire on June 30, 2023.

Dated May 16, 2022

For the Employer:

For the Union:

/s/

Scott Lyders, OFM
Labor Negotiator

/s/

~~Leanne Kunze~~ Chris Fox
WFSE/AFSME Council 28
~~Executive Director~~ Chief
Negotiator

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

~~Due to staffing shortages, the Department of Social and Health Services, Behavioral Health Administration (BHA) and Developmental Disabilities Administration (DDA) is having challenges attracting and retaining licensed healthcare workers in the fields of Psychology Affiliate, Psychology Associate, Psychologist 3, and Psychologist 4. The Psychologist classifications are critical to meet the standard of care within the BHA and DDA facilities. In an effort to attract applicants to vacancies within DDA and BHA and be more competitive with other employers, the parties agree to the following:~~

Assignment Pay for Psychologist:

- ~~1) DSHS will grant a temporary Group C Assignment Pay of ten percent (10%) for Psychology Affiliate, Psychology Associate, Psychologist 3, and Psychologist 4 positions to address documented recruitment and/or retention issues. This assignment pay will be in effect upon signature of this MOU through June 30, 2022.~~
- ~~2) The Group C assignment pay outlined in MOU T "Appendix O" for Fort Steilacoom Competency Restoration Program (FSCR) Psychologist 4's of 7.5% will be discontinued on the effective date of this MOU and be replaced by the terms outlined in section 1 of this MOU.~~

~~This MOU will expire on June 30, 2022.~~

~~Dated: May 16, 2022~~

For the Employer:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

Leanne Kunze
WFSE/AFSME Council 28
Executive Director

K. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

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 Washington Federation of State Employees (WFSE) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the WFSE 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 and required by law under RCW 39.26.340 and RCW 39.34.240 when an agency shares category 3 or higher data that a written DSA must be in place. 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 deductions reporting 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 WFSE 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:

/s/

Scott Lyders, OFM
Labor Negotiator

For the Union:

/s/

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

~~Z. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)~~

~~Recruitment, Retention, and Referral Incentives~~

~~Due to staffing shortages, the Department of Social and Health Services (DSHS), Behavioral Health Administration (BHA) and Developmental Disabilities Administration (DDA) is having challenges attracting and retaining licensed healthcare workers in the fields of Psychology Affiliate, Psychology Associate, Psychologist 3, Psychologist 4, Licensed Practical Nurse 2 (LPN2) and Licensed Practical Nurse 4 (LPN4) and Psychiatric Security Nurse (PSN). In an effort to be more competitive with other employers, the following incentives will be in effect and provided to newly hired and current employees at DSHS, BHA and DDA facilities during the term of this MOU:~~

~~1. — Recruitment Incentive:~~

- ~~a. — LPN2 and LPN 4: New employees hired from outside of state service into permanent full time or permanent part time LPN2 or LPN4 positions will receive a \$1700.00 recruitment incentive to be paid as follows:~~
 - ~~i. — For permanent full time employees: \$850.00 upon completion of their probationary period and the remaining \$850.00 upon completion of one (1) calendar year of employment following completion of their probationary period.~~
 - ~~ii. — For permanent part time employees: The above amounts will be paid on the same schedule and proportions as above (1/2 upon completion of the probationary period and 1/2 upon completion of one (1) calendar year of employment following completion of their probationary period) and prorated based on the percentage of time they have been permanently scheduled to work.~~
 - ~~iii. — Current staff, including those in on-call positions, will receive the same incentives as described above in Parts 1(a)(i) and 1(a)(ii) if they accept a permanent full time or permanent part time LPN position.~~
- ~~b. — New employees hired from outside of state service into permanent full time or permanent part time PSN positions will receive a \$1700.00 recruitment incentive to be paid as follows:~~

- ~~i. For permanent full-time employees: \$850.00 upon completion of their probationary period and the remaining \$850.00 upon completion of one (1) calendar year of employment following completion of their probationary period.~~
 - ~~ii. For permanent part-time employees: The above amounts will be paid on the same schedule and proportions as above (1/2 upon completion of the probationary period and 1/2 upon completion of one (1) calendar year of employment following completion of their probationary period) and prorated based on the percentage of time they have been permanently scheduled to work.~~
 - ~~iii. Current staff, including those in on-call positions, will receive the same incentives as described above in Parts 1(b)(i) and 1(b)(ii), if they accept a permanent full-time or permanent part-time PSN position.~~
- ~~e. Psychology Affiliate and Psychology Associate: New employees hired from outside of state service into a permanent full-time or permanent part-time Psychologist Affiliate/Associate position will receive a \$1700.00 recruitment incentive to be paid as follows:~~
 - ~~i. For permanent full-time employees: \$850.00 upon completion of their probationary period and the remaining \$850.00 upon completion of one (1) calendar year of employment following completion of their probationary period.~~
 - ~~ii. For permanent part-time employees: The above amounts will be paid on the same schedule and proportions as above (1/2 upon completion of the probationary period and 1/2 upon completion of one (1) calendar year of employment following completion of their probationary period) and prorated based on the percentage of time they have been permanently scheduled to work.~~
 - ~~iii. Current staff, including those in on-call positions, will receive the same incentives as described above in Parts 1(c)(i) and 1(c)(ii), if they accept a permanent full-time or permanent part-time Psychology Affiliate or Psychology Associate position.~~
- ~~d. New employees who are hired from outside of state service into a permanent full-time or permanent part-time Psychologists 3 or 4 position will receive a \$7500.00 recruitment incentive to be paid as follows:~~
 - ~~i. For permanent full-time employees:~~
 - ~~1. \$2500.00 upon hire and successful completion of New Employee Orientation; and,~~
 - ~~2. \$2500.00 upon completion of their probationary period; and,~~

- [illegible]

~~f. Employees that may qualify under both the recruitment and retention incentives are only entitled to one incentive under the terms of this MOU.~~

~~g. Employees who leave state employment during the life of this MOU will not be entitled to the second installment of the retention incentive.~~

~~3. Referral Incentives:~~

~~Any permanently appointed staff of DSHS employed within the BHA or DDA Administration who refers a candidate for employment and the identified candidate is subsequently selected for employment within BHA or DDA to any permanent positions in the following classification's, LPN2 or LPN4, PSN, Psychology Affiliate, Psychology Associate, Psychologist 3 or Psychologist 4 position will receive a \$2000.00 incentive payment. The criteria are as follows:~~

~~a. Only one permanent employee referral per successfully hired candidate is eligible to receive payment.~~

~~b. The successful candidate must identify the employee by name during their application or onboarding process.~~

~~c. Payment will be made in two installments: \$1000.00 once the referred employee begins employment and successfully completes New Employee Orientation with BHA or DDA, and \$1000.00 upon the referred employee's successful completion of their probationary period within BHA or DDA.~~

~~d. Should the candidate leave state service prior to completion of their probationary appointment, the referring employee will not be entitled to any remaining payments.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~For payroll purposes, these incentives are considered wages and subject to any and all mandatory deductions. Payments under this MOU will be paid within two pay periods following the agency's verification that the criteria under the MOU have been met. This verification process may result in a delayed payment under this paragraph.~~

~~This MOU and all of the provisions contained within will expire on June 30, 2023.~~

~~Dated May 16, 2022~~

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSME Council 28
Executive Director~~

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

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

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

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

~~The Employer and Union agree to the following:~~

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

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

~~Effective May 26, 2022~~

~~This MOU will expire on November 30, 2022.~~

For the Employer

For the Union

_____/s/

_____/s/

Brenda Moen, Labor Negotiator
OFM/SHR/LRS

Ariane Takano, Labor Advocate
Washington Federation of State Employees

**~~AB. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES~~**

~~CLOSURE OF NASELLE YOUTH CAMP—DCYF/JUVENILE REHABILITATION~~

~~THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU): THE WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE), THE UNION; THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT, LABOR RELATIONS SECTION (OFM/LRS), THE EMPLOYER AND THE WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES AGREE TO THE FOLLOWING TERMS TO RESOLVE THE IMPACTS ASSOCIATED WITH CLOSURE OF NASELLE YOUTH CAMP:~~

~~1. ALL NASELLE EMPLOYEES IN THE WFSE BARGAINING UNIT WHO MAKE A DOMICILIARY MOVE THIRTY (30) MILES OR MORE AWAY FROM NASELLE TO ACCEPT ANOTHER APPOINTMENT WITH DCYF PRIOR TO JUNE 30, 2023, WILL RECEIVE A SIX THOUSAND (\$6,000.00) DOLLAR LUMP SUM RELOCATION COMPENSATION CONSISTENT WITH ARTICLE 42.25 OF THE PARTIES COLLECTIVE BARGAINING AGREEMENT. THE RELOCATION LUMP SUM PAYMENT IS PER HOUSEHOLD MOVE.~~

~~(A) NASELLE EMPLOYEES INCLUDE: ALL PERMANENT NASELLE EMPLOYEES AT RISK FOR LAYOFF, THOSE WHO ACCEPT AN APPOINTMENT AS A RESULT OF LAYOFF AND THOSE ON-CALL AND NONPERMANENT EMPLOYEES WHO ARE APPOINTED TO ANOTHER DCYF POSITION AS A RESULT OF THE CLOSURE OF THE NASELLE YOUTH CAMP FACILITY.~~

~~(B) NASELLE EMPLOYEES WHO SEPARATE FROM DCYF ARE NOT ELIGIBLE TO RECEIVE THE RELOCATION COMPENSATION LUMP SUM ABOVE. NASELLE EMPLOYEES WHO HAVE A BREAK IN SERVICE AND ARE LATER REHIRED ARE NOT ELIGIBLE TO RECEIVE THE RELOCATION COMPENSATION LUMP SUM ABOVE.~~

~~(C) — IF THE EMPLOYEE RECEIVING THE RELOCATION PAYMENT TERMINATES OR CAUSES TERMINATION OF THEIR EMPLOYMENT WITH DCYF WITHIN ONE (1) YEAR OF THE DATE OF THEIR NEW APPOINTMENT, THE STATE WILL BE ENTITLED TO REIMBURSEMENT OF THE RELOCATION COMPENSATION LUMP SUM WHICH WAS PAID AND MAY WITHHOLD SUCH SUM AS NECESSARY FROM ANY AMOUNTS DUE THE EMPLOYEE. EXTENUATING CIRCUMSTANCES WILL BE CONSIDERED IF AN EMPLOYEE REQUESTS AN EXEMPTION TO THE REPAYMENT OF THE RELOCATION COMPENSATION. TERMINATION AS A RESULT OF LAYOFF OR DISABILITY SEPARATION WILL NOT REQUIRE THE EMPLOYEE TO REPAY THE RELOCATION COMPENSATION.~~

~~2. — NASELLE EMPLOYEES WHO CURRENTLY HAVE CAMPUS HOUSING MAY REMAIN IN NASELLE HOUSING AT THEIR CURRENT RENT UNTIL OCTOBER 31, 2022 IF THEY CONTINUE EMPLOYMENT WITH DCYF AFTER SEPTEMBER 15, 2022. IF A NASELLE EMPLOYEE IS NOT EMPLOYED WITH DCYF ON SEPTEMBER 16, 2022, THEY MAY REMAIN IN HOUSING UNTIL THE EXPIRATION OF THEIR MONTHLY LEASE AGREEMENT ON SEPTEMBER 30, 2022.~~

~~3. — THE AGENCY AGREES TO EXERCISE ITS DISCRETION TO PARTICIPATE IN THE VOLUNTARY SEPARATION & RETIREMENT INCENTIVE PROGRAM, IF APPROVED BY OFM AND IN ACCORDANCE WITH ARTICLE 42.32 OF THE PARTIES COLLECTIVE BARGAINING AGREEMENT. PARTICIPATION IS GOVERNED BY THE DCYF 2021-2023 VOLUNTARY SEPARATION & RETIREMENT INCENTIVE PLAN WHICH IS ATTACHED AND INCORPORATED INTO THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A CONTRACTUAL RIGHT TO AN INCENTIVE OFFERED THROUGH THE 2021-2023 VOLUNTARY SEPARATION & RETIREMENT INCENTIVE PLAN.~~

~~4. — A ONE-TIME LUMP SUM OF ONE THOUSAND DOLLARS (\$1,000) DOLLARS TO ALL EMPLOYEES AT-RISK FOR LAYOFF WHO ACCEPT AN APPOINTMENT WITHIN JUVENILE REHABILITATION AND COMMUTE FROM NASELLE MORE THAN 30 MILES TO THEIR NEW APPOINTMENT. THE MUST BE IN THE APPOINTMENT ON OCTOBER 31, 2022 OR BEFORE AND HAVE NO BREAK IN SERVICE. TO RECEIVE THIS LUMP SUM AMOUNT EMPLOYEES MUST SUBMIT A FORM TO JR PAYROLL BY NOVEMBER 30, 2022.~~

~~5. — THE AGREEMENTS HEREIN DO NOT CONSTITUTE A PRACTICE NOR ARE THEY PRECEDENT SETTING.~~

~~THIS MOU WILL EXPIRE ON JUNE 30, 2023.~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

~~FOR THE EMPLOYER~~

~~FOR THE UNION~~

~~GINA L. COMEAU,~~

~~RON HELEY,~~

~~OFM/SHR LABOR
NEGOTIATOR~~

~~WFSE LABOR ADVOCATE~~

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

DEPARTMENT OF CORRECTIONS
ADDENDUM

ARTICLE 6 HOURS OF WORK

6.15 Shift Exchange —~~Department of Corrections—Work Release Facilities (WR) and Military Department—Youth Academy~~

Overtime-eligible employees employed at Re-entry Center ~~WR or the Youth Academy~~ who have the same job classification will be allowed to exchange full shifts within their facility for positions in which they are qualified in accordance with the following:

- A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.
- B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.
- C. Requested shift exchanges will be considered on a case-by-case basis.
- D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.
- E. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.
- F. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.

ARTICLE 20 SAFETY AND HEALTH

20.1 The Employer, employee and Union have a significant responsibility for workplace safety and health.

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).
- B. Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that

would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 12](#), Sick Leave, when employees self-report a contagious health condition.

- C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner.
 - D. When an employee has concerns about access to communications when working away from their duty station, the employee will bring the issue to their supervisor for resolution.
- 20.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, including those used in the transporting of offenders, patients and/or clients, which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.
- 20.3** Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.
- 20.4** Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must equal or exceed the number of Employer-selected members. The number of union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.
- In those cases where the Union has attempted to provide union-designated representatives for a safety committee and has been unable to do so, the Union may contact the agency to request assistance in providing notice of safety committee nominations. If the Union is still unable to provide representatives to the Employer, then the Employer and the Union together will hold an election and will appoint those elected representatives. If the Union is still unable to provide representatives to the Employer, the Employer may appoint volunteers who have been elected and are willing to serve until the Union designates safety committee representatives.
- 20.5** The Employer will follow its practices regarding blood-borne pathogens.
- 20.6** When an employee(s) worksite is impacted by a critical incident the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the agency.
- 20.7** If the Employer determines employees have been exposed to a serious communicable disease in the course of their official duties, the employee may be granted paid administrative leave to seek testing and treatment.

20.8 Ergonomic Assessments

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's work station is completed. Solutions to identified issues/concerns will be implemented within available resources.

20.9 Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 20.4, above.

20.10 Department of Corrections

- A. The Employer will provide sufficient staff for the transportation of offenders in a safe manner in accordance with agency policy.
- B. The Employer will continue to provide controlled environments and the use of safety glass in its field offices for the safety of staff.
- C. The Employer will offer training to enhance staff's proficiency at detecting potential risk and dangerous situations. The Employer will also offer training on active threats and techniques of de-escalation.
- D. The parties agree to maintain and utilize the Community Corrections Division Security Advisory Committee to evaluate and propose solutions to improve the operational safety of staff performing the work of community corrections.
- E. The parties commit to work together within the term of this agreement to find a shared solution to the real-time monitoring concern.
- F. Employees without arrest authority will be provided an opportunity to be trained in self-defense on an annual basis.

G. The parties commit to work together on solutions related to workplace safety.

H. The Department agrees to complete a workload study every five (5) years.

ARTICLE 21

UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. When uniforms are required, the Employer will not reduce the uniform allowance or level of maintenance provided, during the term of this Agreement. The same will apply to required footwear. The Employer may require an employee to return all provided uniforms and/or footwear upon separation from employment. In those cases where an employee fails to return the provided uniforms and/or footwear, the Employer may deduct the depreciated value of the items from the employee's final pay.

21.2 Tools and Equipment

The Employer may determine and provide necessary tools, ~~tool allowance~~, equipment and foul weather gear. The Employer will repair or replace Employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., firearms, tasers, OC, electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee's final pay.

21.3 Taxability

The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.

21.4 ~~Department of Corrections~~—Firearms Training and Ammunition

~~Community Corrections Officers and Specialists who are authorized to carry and use a firearm in the performance of their official duties are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with two hundred (200) rounds of ammunition at these practices.~~

The following groups are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with two hundred (200) rounds of ammunition at these practices.

A. Community Corrections Officer and Corrections Specialist positions filled by employees hired into those job classes on or after July 1, 2023, who are required to carry and use a firearm in the performance of their official duties; and

B. Community Corrections Officers and Corrections Specialists hired before July 1, 2023 who have selected and are otherwise authorized to be armed.

21.5 Safety Footwear

The Employer will determine the ~~employees~~ positions that are required to wear safety footwear as essential Personal Protective Equipment (PPE). Employees who are required to wear safety footwear as essential PPE will receive a biennial allowance of two hundred twenty-five (\$225) to be used for the purchase of safety footwear in accordance with agency policy.

ARTICLE 22

DRUGS, ALCOHOL AND MARIJUANA FREE WORKPLACE

22.12 ~~Department of Corrections Employees~~

- A. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana or drugs.
- B. Possession of Alcohol, Marijuana and Illegal Drugs
 1. The use or possession of alcohol, or marijuana by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when the premises are considered residences.
 2. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises or on official business is prohibited.
- C. Notification of Prescription and Over-the-Counter Medications
 Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their Appointing Authority ~~supervisor or other designated official~~ of the fact that they are taking a medication and the side effects of the medication. Physician-prescribed narcotics are presumed to have a substantial likelihood that they will affect job safety.
- D. Drug and Alcohol Testing
 1. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy, and subject to the provisions of this Article.
 2. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy. A blood test will be administered for post-shooting testing.

 For purposes of this Article, employees who perform other safety-sensitive functions are those employees eligible to be issued firearms (Community Corrections Officers, ~~Community~~ Corrections Specialists and Corrections Officers) and those licensed health care professionals who administer or dispense medications as a part of their job duties.
 3. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or

significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

E. Reasonable Suspicion Testing – All Employees

1. Standards

Reasonable suspicion testing for alcohol, marijuana or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

2. Specific Objective Grounds

Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:

- a. Physical symptoms consistent with alcohol, marijuana, or controlled substance use;
- b. Evidence or observation of alcohol, marijuana, or controlled substance use, possession, sale, or delivery; or
- c. The occurrence of an accident(s) where a trained manager, or supervisor suspects alcohol, marijuana, or controlled substance use may have been a factor.

3. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager or supervisor who has attended the training on detecting the signs/symptoms of being affected by controlled substances, marijuana, and/or alcohol. The appointing authority or designee must approve the testing.

4. Testing

When reasonable suspicion exists, employees must submit to alcohol, marijuana, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

5. Testing Procedures

Testing will be conducted by an outside certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of

custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance, marijuana, and/or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

6. Positive Test Result

A positive test result will be defined as any result qualifying as legally intoxicated under Department of Transportation standards. Except as provided in Section 22.3, an employee who has a positive alcohol, marijuana, and/or controlled substance test may be subject to disciplinary action, up to and including dismissal.

F. Training

Training will be made available to managers, supervisors, and Union Stewards. The training will include:

1. The elements of the Employer's Drug and Alcohol Free Workplace Program;
2. The effects of drugs and alcohol in the workplace;
3. Behavioral symptoms of being affected by controlled substances, marijuana, and/or alcohol; and
4. Rehabilitation services available.

22.23 All Employees – Voluntary Request for Assistance

~~A.~~ A. ~~Any employee subjected to 22.2 D and E~~ An employee ~~who may~~ requests assistance for a drug or alcohol problem- and will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment

~~The~~ Any employee subject to 22.2 D and E will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitation certified by the Department of Health, Health Services Quality Assurance Division. If the assessment results in a recommendation for an out-patient treatment program, the employee will enter into a return to work agreement before being allowed to return to work. An employee will be discharged if they refuse to participate in or successfully complete any state certified program.

C. Return to Work

For any employee subject to 22.2 D and E, above, uUpon returning to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period they will be discharged.

D. Release of Information

Employees subject to 22.2 D and E who are participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.

ARTICLE 27 DISCIPLINE

27.1 The Employer will not discipline any permanent employee without just cause.

27.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

27.3 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

27.4 Investigation Process

A. The Employer has the authority to determine the method of conducting investigations, subject to the just cause standards.

B. At the time an Appointing Authority assigns an investigator, an employee who is the subject of the investigation will be informed of the nature of the alleged misconduct unless it would compromise the integrity of the investigation.

C. Upon request, if an investigation lasts longer than sixty (60)~~Thirty (30)~~~~thirty (30)~~ days from the date the employee was notified of the investigation, and every thirty (30) days thereafter, the ~~Employer~~ Appointing Authority/designee will provide a written explanation to the employee and the designated Union representative of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with— a notification that the investigation is completed and that no discipline will be imposed. A traditional element of just cause requires discipline to be imposed in a timely manner in light of the need for thorough investigations.

D. At the conclusion of the investigation, an employee who is the subject of an investigation will be informed of the findings in writing and receive, at the

employee's request, one (1) free copy of the investigation through Public Disclosure unless a copy is provided in accordance with Section 27.7. The copy will be redacted as required by applicable law.

27.5 Investigatory Interviews

- A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. The role of the Union Representative in an interview is to provide assistance and counsel the employee. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.
- B. Employees have a duty to cooperate with a Department investigation and to answer all relevant and material questions, ~~which relate to their official duties or fitness for duty;~~ provided, employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington State and this Collective Bargaining Agreement. ~~Employees retain all contractual and legal rights afforded to them.~~ Employees will answer all questions fully and honestly.
- C. Pursuant to an order by the Employer to answer and after providing the employee with their Garrity rights, employees that refuse to answer any questions ~~relating to the performance of their official duties or fitness for duty investigation~~ may be subject to discipline, up to and including termination of employment.

27.6 Alternative Assignments

An employee accused of misconduct will not be removed from their existing work assignment unless there is a safety/security concern, including a concern ~~security issues~~ due to any allegation that involves a conflict between staff. ~~or workplace behavior issue that impacts the efficient operations of the agency.~~ An employee placed on an alternate assignment during an investigation will be informed of the general reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. ~~When employees are removed from their work assignment pending an investigation, the employer will be required to return them to their work assignment as soon as there is no longer a safety or security concern even if the investigation is still ongoing.~~ Unless prohibited by law, an employee will be returned to their work assignment as soon as the Appointing Authority determines the safety/security concern no longer exists, even if the investigation is still ongoing.

This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified in writing.

27.7 Pre-Disciplinary Meetings

~~At the pre-disciplinary meeting, the employer will be required to inform the employee of when a disciplinary decision is expected to be issued.~~ Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee ~~and the Union staff representative in writing~~ of the reasons for the contemplated discipline, ~~to include potential policy violations and a description of the range of discipline being contemplated.~~ The Employer will provide a copy of the pre-disciplinary notice and the investigation to the employee and the Union. ~~an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any.~~ This information will be sent to the Union on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers.

A pre-disciplinary meeting with the Employer will be considered time worked. The employee may have a Union Representative at the pre-disciplinary meeting. If the Union Representative of their choosing is not reasonably available, the employee will select another representative who is available. At the conclusion of the pre-disciplinary meeting, the Appointing Authority will inform the employee of the anticipated timeframe in which a decision is expected to be issued. If that timeframe will be longer, the Appointing Authority/designee will notify the employee and the Union. Excluding oral and written reprimands, the Union will be provided copies of disciplinary actions.

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

27.9 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 29, Grievance Procedure. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure.

27.10 Department of Corrections

An employee will be allowed to view ~~grievances-resolution requests~~ filed by an offender, which allege staff misconduct pertaining to the employee. If the employee requests, the employee will be notified of the eventual outcome of the alleged staff misconduct ~~grievance-resolution request.~~

ARTICLE 29 GRIEVANCE PROCEDURE

29.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

29.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

B. Filing a Grievance

Grievances may be filed in accordance with [Section 29.3](#) by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 3 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 3 meeting, the meeting will be postponed.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific Article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant; and
7. The name and signature of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to informally

resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Release time will be provided to grievants and Union stewards in accordance with [Article 36](#), Employee Rights and [Article 39](#), Union Activities.

K. Group Grievances

No more than five (5) grievants and two (2) union steward and/or staff representative, unless agreed otherwise, will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to

the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Q. Steward Mentoring

With the agreement of the Employer, additional Union stewards will be allowed to observe a Management scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve compensatory time, exchange time, vacation leave or leave without pay for the Union steward to attend the meeting.

29.3 Filing and Processing

A. Filing

1. A non-disciplinary grievance or a grievance related to an oral or written reprimand must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. All other disciplinary grievances, disability separation grievances or grievances related to layoff must be filed within twenty-eight (28) days of the effective date of the discipline, disability separation or layoff. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.
2. The preferred method of filing a written grievance is by email. The parties acknowledge in some instances access to email is an issue, therefore, grievances may be filed via hard copy.

B. Processing

Step 1 – is no longer used

Step 2 –Appointing Authority or Designee:

If the issue is not resolved informally, the Union may present a written grievance to the Appointing Authority or Designee with a copy to the Human Resources Office within the twenty-eight (28) day period described above. The Appointing Authority or Designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Agency Head or Designee:

Except for the Department of Social and Health Services (DSHS), the Department of Children, Youth, and Families, Department of Transportation (DOT), Office of the Attorney General (AGO) and Department of Corrections (DOC), if the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing it with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. For the DSHS, DCYF, DOT, AGO and DOC, if the grievance is not resolved at Step 2 the Union may move it to Step 3 by filing it with the agency's Labor Relations Office in Olympia, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. The agency head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15)

days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

[Note: If the agency head is the only Appointing Authority for the agency, Step 3 will be bypassed.]

Step 4 – Mediation or Pre-Arbitration Review Meetings:

1. Disciplinary and Disability Separation Grievances (Excluding Written Reprimands)

If the grievance is not resolved at Step 3, the Union may choose to file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with [WAC 391-55-020](#), with a copy to the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov and the agency's Human Resources Office within thirty (30) days of receipt of the Step 3 decision.

2. Disciplinary and Disability Separation Grievances Not Moved to Mediation and Non-Disciplinary Grievances (Including Written Reprimands)

If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at labor.relations@ofm.wa.gov with a copy to the agency's Human Resource Office within thirty (30) days of the Union's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union:

- a. If a pre-arbitration review meeting will be scheduled with the LRS, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.
- b. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within thirty (30) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any mediation or pre-arbitration review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by or to the mediator, or by or to any party or other participant in the mediation or meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 5 – Arbitration:

If the grievance is not resolved at Step 4, or the LRS notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. ~~The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled.~~

Disciplinary Grievances for Corrections and Custody Officers, Community Corrections Officers and Corrections Specialists

For grievances challenging a disciplinary action taken against corrections and custody officers, community corrections officers and corrections specialists, the demand to arbitrate must be filed with the Public Employment Relations Commission (PERC) in accordance with the arbitration process established by RCW 41.58.070.

All Other Grievances

1. For all other grievances, the demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
 - d. Not have the authority to order the Employer to modify their staffing levels or to direct staff to work overtime.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits,

or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.
5. If, after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

29.4 Successor Clause

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

ARTICLE 33 SENIORITY

33.1 Overtime, Bid System, and Vacation Selection Seniority **Definition**

This subsection defines seniority solely for the purposes of Article 3 Bid System, Article 7 Overtime, and Article 11 Vacation Leave

- A. ~~A.~~ Seniority for full-time employees appointed to a position in a WFSE DOC bargaining unit on or before June 30, 2023 will be defined as the employee's length of unbroken state service.
- B. Seniority for full-time employees appointed to a position in a WFSE DOC bargaining unit on or after July 1, 2023 will be defined as the employee's length of unbroken state service less any time spent in state service appointments outside of WFSE DOC bargaining units. Employees appointed from other bargaining unit positions within the DOC will have their seniority credited for time served in other DOC bargaining units.
- C. If an employee is permanently assigned to a position in the WFSE bargaining unit and accepts a non-permanent appointment outside of the bargaining unit, the employee's seniority will not be affected.
- D. Seniority for part-time or on-call employees will be based on actual hours worked but shall not exceed that of a full time (2088 hours annually) employee. Actual hours worked includes all overtime hours and all paid holiday and leave hours, excluding compensatory time. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority.
- A.E. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:
1. Military leave or United States Public Health Service;
 2. Compensable work-related injury or illness leave;
 3. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
 4. Educational leave, contingent upon successful completion of the coursework;
 5. Leave for service as a volunteer with humanitarian and disaster relief organizations;
 6. Reducing the effects of layoff, and/or
 7. Leave for Union employment in accordance with Sections 39.8 and 39.10, of Article 39, Union Activities.
 8. Leave authorized by a governor's proclamation directly related to health and safety.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Section 34.6](#), of [Article 34](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

~~B. For employees whose positions are assigned to an academic and/or vocational education program or facility that follows the customary public school practice of a less than twelve (12) month school year, the Employer will place the employee on leave without pay for all or part of the time the program or facility is closed for customary school vacations and will not adjust the employee's seniority date.~~

~~EC.~~ For the purposes of layoffs and recall, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or surviving state registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), as provided in [RCW 41.06.133](#).

33.2 Ties

If two (2) or more employees have the same ~~unbroken state service~~ [seniority](#) date ~~under subsection 33.1~~, ties will be broken in the following order:

A. Longest continuous time within their current job classification,

~~1. For positions impacted by the implementation of the IT Professional Structure on July 1, 2019, total continuous time spent in a previously abolished IT classification will be counted if the position number was the same on June 30, 2019 and July 1, 2019.~~

B. Longest continuous time with the agency, and

C. By lot.

33.3 Seniority List

The Employer will prepare and post a seniority list [on the DOC intranet](#). The list will be updated annually and will contain each permanent and non-permanent employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting. Notice of the posting will be emailed to employees on the list at the time of posting.

ARTICLE 42 COMPENSATION

~~42.1 General Service Pay Range Assignments~~

- ~~A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the "General Service Salary Schedule it was assigned on June 30, 2021.~~
- ~~B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule they were assigned on June 30, 2021.~~
- ~~C. Effective July 1, 2021, all ranges and steps of the General Service Salary Schedule effective July 1, 2020 through June 30, 2021 will remain in effect until June 30, 2022, as shown in Appendix E.~~
- ~~D. Effective July 1, 2022, all ranges and steps of the General Service Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix F. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2022.~~
- ~~E. Minimum Wages Determined by Local Ordinances~~

~~Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this collective bargaining agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus the King County Premium pay (if applicable). If, after this consideration, the employee's salary is still below the local ordinance minimum wage the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.~~
- ~~F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.~~
- ~~G. Longevity Increase~~

~~All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.~~

- ~~H. All employees earning a salary that is less than or equal to the state minimum wage will have their salaries adjusted in accordance with the state minimum wage act.~~

~~42.2 "GS1" Pay Range Assignments Recruitment or Retention Compression or Inversion Inequities~~

- ~~A. — Effective July 1, 2021, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the “GS1” Salary Schedule it was assigned on June 30, 2021.~~
- ~~B. — Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the “GS1” Salary Schedule they were assigned on June 30, 2021.~~
- ~~C. — Effective July 1, 2021, all ranges and steps of the “GS1” Salary Schedule remain in effect until June 30, 2022 as shown in Appendix I.~~
- ~~D. — Effective July 1, 2022, all ranges and steps of the “GS1” Salary Schedule will be increased by three and twenty five hundredths percent (3.25%), as shown in Appendix J. This salary increase is based on the “GS1” Salary Schedule in effect on June 30, 2022.~~
- ~~E. — Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.~~

~~F. — Longevity Increase~~

~~All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.~~

~~42.3 “N1” Pay Range Assignments Recruitment or Retention Compression or Inversion Inequities~~

- ~~A. — Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same step of the “N1” Range Salary Schedule that they were assigned on June 30, 2020.~~
- ~~B. — Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the “N1” salary schedule they were assigned on June 30, 2020.~~
- ~~C. — Effective July 1, 2021, all salary ranges and steps of the “N1” Salary Schedule will remain in effect until June 20, 2022 as shown in Appendix K.~~
- ~~D. — Effective July 1, 2022, all salary ranges and steps of the “N1” Salary Schedule will be increased by three and twenty five hundredths percent (3.25%), as shown in Appendix L. This salary increase is based on the “N1” Salary Schedule in effect on June 30, 2022.~~
- ~~E. — Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.~~

~~F. — Step U~~

~~Step U will be designated as twenty-six (26) years of experience and employees will advance to step U in accordance with Section 42.8, Periodic Increases.~~

42.4 “CC” Pay Range Assignments

- A. Effective July 1, 2023 all WFSE-represented classifications will be paid based on the CC Pay Range Schedule. Each classification will retain the salary range and step assigned to it on the General Service Range Salary Schedule.
- B. Effective July 1, 202~~3~~⁴, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the “CC” Range Salary Schedule it was assigned on June 30, 202~~3~~⁴.
- B. Effective July 1, 202~~3~~⁴, each employee already paid on the CC Pay Range Schedule will continue to be assigned to the same range and step of the “CC” Range Salary Schedule that they were assigned on June 30, 202~~3~~⁴.
- C. Effective July 1, 202~~3~~⁴, all salary ranges and steps of the “CC” Range Salary Schedule will be increased four percent (4%), ~~remain in effect until June 30, 2023~~ as shown in Appendix ~~M~~. This salary increase is based on the CC Range Salary Schedule in effect June 30, 2023.
- D. Effective July 1, 202~~4~~², all salary ranges and steps of the “CC” Range Salary Schedule will be increased by two ~~three and twenty-five hundredths~~ percent (~~3.25~~ 2%), as shown in Appendix ~~N~~. This salary increase is based on the “CC” Range Salary Schedule in effect on June 30, 202~~4~~².
- E. Effective January 1, 2025, all salary ranges and steps of the “CC” Range Salary Schedule will be increased by two percent (2%), as shown in Appendix . This salary increase is based on the “CC” Range Salary Schedule in effect on December 31, 2024.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
- GF. Longevity Increase
All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.

~~42.5 “IT” Professional Structure Pay Range Assignments~~

- ~~A. Effective July 1, 2021, Appendix T identifies the salary range and classification assignment.~~

- ~~B. Effective July 1, 2021, all salary ranges and steps of the "IT" Range Salary Schedule will remain in effect until June 30, 2022 as shown in Appendix U.~~
- ~~C. Effective July 1, 2022, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by three and twenty five hundredths percent (3.25%), as shown in Appendix V.~~
- ~~D. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.~~

42.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities

Effective July 1, 2019, targeted job classifications were assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities or inequities. Appendix S identifies the impacted job classifications, the effective dates and the salary range for which they were assigned.

42.7 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.
- ~~C. In an emergent situation in the absence of an Attendant Counselor 2 or Attendant Counselor 3, when an Attendant Counselor 1 performs the duties of a shift charge, they will be compensated as an Attendant Counselor 2 relief shift charge for that shift.~~
- ~~D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for filling behind an Attendant Counselor 3 in the event of absences, exclusive of annual leave, for fifteen (15) workdays in a calendar month. Payment at the Attendant Counselor 3 rate will begin on the 16th day of the Attendant Counselor 3 absence.~~

~~E. — A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the Psychiatric Security Attendant (PSA) rate of pay when working in a PSA post, unless it was the result of a shift exchange in accordance with Article 6.17. Employees compensated in accordance with this Section will be paid at the same step in the PSA salary that they are currently assigned to at the MHT salary range.~~

~~F. — Department of Transportation — Maintenance Bargaining Unit — Winter Shift Upgrades~~

~~The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.~~

42.8 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in ~~Sections 42.1, 42.2 42.3 and~~ [Section 42.4](#), above.

~~A. — The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant, certified (PA-C) will be governed by the “N1” Range Salary Schedule.~~

~~B. — An employee’s experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an “N1” range:~~

~~1. — RN and PA-C experience will be credited year for year.~~

~~2. — Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.~~

42.9 Periodic Increases

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

A. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.

B. Employees who are hired at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee’s periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.

- C. Employees who are hired above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees governed by the "N1" range salary schedule that have reached Step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.
- E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with [Subsections 42.9](#) A through C.
- F. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

~~G. Department of Transportation Maintenance Bargaining Unit Winter Shift Upgrades~~

~~The Employer will calculate all previous non permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.~~

42.10 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- C. Geographic Adjustments
The Appointing Authority may authorize more than the step increases specified in [Subsections 42.9](#) A and B, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

~~D. Promotions for Registered Nurses or Physicians Assistants~~

- ~~1. Promotional increases for classes requiring licensure as a registered nurse (RN) or physicians assistant, certified (PA-C) ("N" ranges) are calculated in the manner described below.~~
- ~~2. An employee who is promoted into or between classes which have pay range "N" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Section 42.3, which represents the greater of (a), (b) or (c) below.~~
 - ~~a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN). Experience will be credited as follows:
 - ~~i. RN and PA-C experience will be credited year for year.~~
 - ~~ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA-C experience, for a maximum credit of five (5) years.~~~~

~~Or~~

 - ~~b. Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.~~

~~Or~~

 - ~~c. The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class:
 - ~~i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class;~~
 - ~~ii. When the employee is promoted over an intervening class in the same class series;~~
 - ~~iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening~~~~

~~class in the new series, which would have represented a promotion; or~~

~~iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.~~

42.11 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than step M of the range.

42.12 Demotion

An employee who voluntarily demotes to another position with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

42.13 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class (regardless of assigned range), or a different class with the same salary range. Transferred employees will retain their current base salary. If the previous base salary exceeds the new range, the employee's base salary will be set to the new range maximum.

42.14 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

42.15 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

42.16 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in [Section 42.9](#).

42.17 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. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

42.18 Callback**A. Work Preceding or Following a Scheduled Work Shift**

Overtime-eligible employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Section.

These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday, when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

- C. When an overtime-eligible employee volunteers to work on a scheduled day off, the employee is not entitled to callback under [Subsection 42.18 B.](#)
- D. An employee who is receiving standby pay is not entitled to callback pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.
- E. Emergency Schedule Changes – Departments of Agriculture and Transportation

If the Employer makes an emergency schedule change as defined in [Article 6](#), Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.19 Shift Premium

- A. For purposes of this Section, the following definitions apply:
1. “Evening shift” is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 2. “Night shift” is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of [two dollars and fifty cents \(\\$2.50\)](#) ~~one dollar (\$1.00)~~ per hour will be paid to full-time employees under the following circumstances:
1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 2. Regularly scheduled day shift employees are entitled to shift premium when the employee’s regular or temporary scheduled work includes hours after 6:00 pm and before 6:00 am where no overtime, schedule change pay, or callback compensation is received. Shift premium for day shift employees is paid only for hours worked after 6:00 pm and before 6:00 am.
 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
 2. For assigned full evening or night shifts, as defined above in [Subsection 42.19 A.](#)
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in [Subsection 42.19 \(B\)\(1\)](#) were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the “regular rate.”

- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

~~42.20 Shift Premium for Registered Nurses and Related Classes~~

~~Registered Nurses 1 through 4 and related job classes requiring licensure as a registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security Nurses will receive one dollar and fifty cents (\$1.50) per hour shift differential for evening shift and night shift work.~~

42.21 King County Premium Pay

Employees assigned to a permanent duty station in King County will receive five (5) percent 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.

~~42.22 Supplemental Shift Premium for Nurses~~

~~For the classes of Registered Nurse 1 through 4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.~~

- ~~A. One dollar (\$1.00) per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.~~
- ~~B. Three dollars (\$3.00) per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.~~
- ~~C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.~~
- ~~D. Supplemental shift premiums are not payable during hours other than those specified.~~

42.23 Split Shift

When an employee's assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee, except for registered nurses and related classes, will receive the shift premium rate designated in [Subsection 42.19 B](#) for all hours worked. Registered nurses and related classes will receive the premium rate set forth in [Section 42.20](#) for all hours worked. The provisions of [Subsections 42.19 D, E and F](#) will apply to employees working split shifts.

42.24 Standby

- A. An employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off-duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Overtime-exempt employees will be compensated twenty-five dollars (\$25.00) for each day or portion thereof spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.
- F. Employees dispatched to emergency fire duty as defined by [RCW 38.52.010](#) are not eligible for standby pay.
- G. This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

42.25 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment, or
 2. When it is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

~~42.26 Labor & Industries Risk Class 7200/7201~~

~~Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of each year will receive a payment of two hundred fifty dollars (\$250.00). This payment will be treated as wages.~~

42.27 Salary Overpayment Recovery

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

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

B. Method of Payback

1. The employee must choose one of the following options for paying back the overpayment:
 - a. Voluntary wage deduction
 - b. Cash
 - c. Check
2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the agency and employee can agree to an amount that is more than the five percent (5%).
3. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency 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 29](#), Grievance Procedure, of this Agreement.

42.28 Assignment Pay/Special Pay Provisions

A. Assignment Pay

Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium. Classes approved for assignment pay are identified in Appendix O.

B. Special Pay Ranges

Special pay ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

C. All Assignment Pay rates and Special Pay Ranges and Notes are listed within Appendices O and P of this Agreement.

42.29 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by federal tax law or regulation.

42.30 Pre-tax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay the employee portion of health premiums on a pre-tax basis as permitted by federal tax law or regulation.

42.31 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

42.32 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

~~**42.33 Special Commitment Center (DSHS)**~~

~~Employees assigned to work on McNeil Island at the Special Commitment Center will receive ten dollars (\$10.00) premium pay for each day they are physically working on the Island. Days in a paid status not working on the Island will not qualify for their premium pay.~~

~~42.34 Fire Duty Compensation—Department of Social and Health Services (DSHS) and Department of Children, Youth, and Families (DCYF)~~

~~DSHS and DCYF employees sent to forest fire camps in charge of inmate or resident fire fighters for a period of twenty four (24) hours or more will be on “extended duty assignment.” Employees on extended duty assignment will be considered to be on continuous duty from the time they commence such duty, including travel time to the fire, until they are released from duty, including travel time for return to their non-fire duty station.~~

- ~~A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, plus up to three (3) hours for meals, provided that:
 - ~~1. The employee has no responsibility during time deducted for meal periods.~~
 - ~~2. The time deducted for sleep includes a period of five (5) continuous hours which are not interrupted by a call to work.~~~~
- ~~B. Employees will not be entitled to receive callback pay for any work performed during the hours of an extended duty assignment or the transition back to their regular work schedule.~~
- ~~C. While on extended duty assignment, the employee’s workweek will remain the same. However, an employee’s assigned work hours while on extended duty assignment may be different from their regularly assigned work hours. Work schedules for employees on extended duty assignment will be determined after camp has been set up.~~
- ~~D. If an employee is directed to perform duties which extend beyond their assigned work hours, as determined in Subsection 42.29 C above, they will be compensated at the overtime rate. If an employee is directed to return to duty without having had five (5) continuous hours off duty, the employee will be compensated at the overtime rate for all off-duty hours, in addition to the number of hours worked, until they are relieved from duty for five (5) consecutive hours. If an employee is directed to return to work after being off duty for five (5) consecutive hours but prior to their assigned shift, they will be compensated at the overtime rate for actual hours worked during the off-duty hours.~~
- ~~E. There is no eligibility for standby pay during an extended duty assignment.~~
- ~~F. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.~~

~~42.35 Fire Duty Compensation—Department of Natural Resources (DNR)~~

- ~~A. Compensation for Typical Fire Suppression Duties and/or Participating in the DNR Fire Training Academy Implementation:~~

~~DNR employees performing fire suppression duties as defined in RCW 76.04.005(22), or other emergency duties, or participating in the DNR Fire Training Academy implementation, when they are working under the incident command system will be compensated as follows:~~

- ~~1. Employees will be paid at a one and one half (1 ½) times the sum of their regular hourly rate (plus two dollars [\$2.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.~~
- ~~2. Two dollars (\$2.00) * is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours. The provisions of this Section do not apply to the DNR Fire Training Academy.~~
- ~~3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.~~

~~*Note: If any other labor organization negotiates an amount greater than two dollars (\$2.00), then this amount will be increased to equal the greater amount.~~

~~B. Compensation When Deployed to a Closed Satellite Camp:~~

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

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

~~C. "Wild Fire Suppression and Other Emergency Duties," Appendix Q, provides direction on the non-compensation elements of fire duty.~~

~~42.36 Spill Response Team—Department of Ecology~~

- ~~A. In addition to the compensation described in Article 7, Overtime, employees on spill response duty will be compensated as follows:~~

- ~~1. Employees will be in only one (1) pay status at a time. Employees cannot accrue standby pay and pay for time worked.~~
- ~~2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with Subsection 42.24 D above, for all hours in standby status.~~
- ~~B. Employees responding to a spill will be paid at a rate of one and one-half (1-1/2) times the employee's hourly salary (including the assignment pay) for time worked outside their normal work hours. "Responding to a spill" includes receiving phone calls and any required follow-up activities, field response, and any other activities as identified in the Spill Response Operations Manual.~~
- ~~C. Employees permanently assigned to the Emergency Spill Response Team (full-time responders) will receive assignment pay per Section 42.25, above. Employees not permanently assigned to the Emergency Response Team (after hours responders) but who are designated by the Spill Response Section Manager as spill responders eligible for assignment pay, will receive two dollars and forty four cents (\$2.44) per hour for each hour on duty in the assigned duty week that is outside of normal work hours as described in the Spill Response Operations Manual.~~

42.37 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in [Sections 42.34](#), [42.35](#), and [42.36](#) above, performing emergency/disaster duties when working full-time under a Level 2 or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

- A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- B. For those hours worked during the activation, one dollar (\$1.00) is added to an employee's regular rate in lieu of shift differential, split shift differential, and/or schedule change compensation.
- C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

42.38 ~~Lump Sum~~

~~A. Effective July 1, 2022, bargaining unit employees will receive a lump sum amount as shown in Subsection B, who:~~

- ~~1. Was hired on or before July 1, 2021 and still employed on July 1, 2022.~~
- ~~2. Is occupying a position that has an annual full-time equivalent base salary of less than ninety-nine thousand dollars (\$99,000.00) on June 30, 2022.~~
- ~~3. Base salary excludes overtime, shift differential and all other premiums or payments.~~
- ~~4. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).~~

~~B. On the July 25, 2022 paycheck, the Employer will make payments to bargaining unit employees that correspond to the annual full-time equivalent base salary as described in (A)(2).~~

Annual Full-time Salary Equivalent		Maximum Lump Sum Payment Amount
Greater than or Equal to	Less than	
\$28,584	\$47,331	\$3,400.00
\$47,331	\$64,554	\$2,550.00
\$64,554	\$81,777	\$1,700.00
\$81,777	\$99,000	\$850.00
\$99,000		\$0.00

- ~~1. Bargaining unit employees who occupy more than one position will receive only one lump sum payment. Eligibility for the lump sum payment will be:

 - ~~a. Based upon the position in which work was performed on June 30, 2022; or~~
 - ~~b. If no work was performed on June 30, 2022, then based on the position from which the employee receives the majority of compensation.~~~~
- ~~2. The amount for the lump sum payment for part-time employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2022 in proportion to that required for full-time employment.~~

APPENDIX O

ASSIGNMENT PAY

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference#
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Lead	627F	See References	3, 39
Construction & Maintenance Project Supervisor	627G	See References	3, 39
Custodian 1	378I	5 percent	9
Custodian 2	678J	5 percent	9
Electrician	608F	5 percent	51
Equipment Operator 1	618R	10 percent	12
Ferry Operator Assistant	653P	10 percent	5
Industrial Hygienist 2	394E	10 percent	56
Industrial Hygienist 3	394F	10 percent	56
Industrial Hygienist 4	394G	10 percent	56
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22
Bridge Maintenance Specialist Lead	597N	See References	5, 21, 22
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	10 percent	5
Maintenance Specialist 3	596J	10 percent	5
Maintenance Specialist 5	596L	See Reference	21
Bridge Maintenance Specialist 3	597I	See References	5, 22
Highway Maintenance Worker 1	596P	See References	5, 16, 22, 36
Highway Maintenance Worker 2	596Q	See References	5, 16, 22, 36
Bridge Maintenance Specialist 1	597F	See References	5, 21, 22
Bridge Maintenance Specialist 2	597G	See References	5, 21, 22
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53

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GROUP A			
Class Title	Class Code	Premium	Reference#
PBX Chief Operator	101H	5 percent	4
Psychiatric Security Attendant	347J	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Safety and Health Specialist 1	392E	10 percent	56
Safety and Health Specialist 2	392F	10 percent	56
Safety and Health Specialist 3	392G	10 percent	56
Safety and Health Specialist 4	392H	10 percent	56
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Traffic Safety Systems Operator 1	401A	10 percent	40
Traffic Safety Systems Operator 3	401C	10 percent	40
Traffic Safety Systems Operator 4	401D	10 percent	40
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

GROUP B		
Assigned Duty	Premium	Reference#
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DCYF, DFW, DSHS, Parks)	\$10.00/hour	37B
Certified Instructors (DOC)	\$15.00/hour	50
Specialty Teams (DOC)	5 percent	59
Clerical Crime Lab Support (WSP)	5 percent	25
CSR Team and SIR Team (WSP)	3 percent	27
Designated Corridors, Night Shift (DOT)	\$2.00/hour	49
Driving Fish Hauling Trucks (DFW)	10 percent	26
Dual Language Requirement	5 percent	18
Enhanced Drivers License (DOL)	10 percent	43
Emergency Spill Response Team (ECY)	See Reference	24
Illegal Encampments Right of Way (DOT)	10 percent	48
Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62
Patient Resident Supervision (DCYF, DSHS)	5 percent	1
Patient Transport (DSHS)	See Reference	17
Pesticide Sprayers (DOT)	See Reference	16
SCUBA Diving/DPIC Requirement	\$10.00/hour	3
Tree felling duties (DOT)	See Reference	63

GROUP C			
Agency/Class Code	Class Title	Location	Increase
Department of Agriculture			
567A	Grain Sampler/Weigher	Seattle	5 percent
567B	Grain Inspector 1	Seattle	5 percent
567C	Grain Inspector 2	Seattle	5 percent
567D	Grain Inspector 3	Seattle	5 percent
567E	Grain Inspector Supervisor	Seattle	5 percent
Department of Children, Youth and Families			
355H	Juvenile Rehabilitation Resident Counselor	Lewis Co. and Yakima Co.	5 percent
355K	Juvenile Rehabilitation Supervisor	Lewis Co. and Yakima Co.	5 percent
Department of Social and Health Services			
168K	DDS Adjudicator 3	King Co.	2.5 percent
168M	DDS Adjudicator 4	King Co.	2.5 percent
168L	DDS Adjudicator 5	King Co.	2.5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	22.5 percent
592W	Electronics Technician	Fircrest School	12.5 percent
602K	Stationary Engineer 2	Fircrest School	12.5 percent
602L	Stationary Engineer 3	Fircrest School	12.5 percent
306P	Occupational Therapist 3	Lakeland Village	10 percent
306P	Occupational Therapist 3	Pierce Co.	5 percent
306R	Occupational Therapist Supervisor	Pierce Co.	5 percent
301I	Occupational Therapy Assistant 2	Pierce Co.	5 percent
306V	Physical Therapist 3	Lakeland Village	15 percent
306R	Occupational Therapist Supervisor	Rainier School	10 percent
308G	Speech Pathologist/Audiologist 3	Rainier School	10 percent
362F	Psychologist - Forensic Evaluator	Special Commitment Center	5 percent
362D	Psychologist 4	Fort Stewilacoom (FSCR)	7.5 percent
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
600J	Equipment Technician 2	Enumclaw	5 percent
600K	Equipment Technician 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600K	Equipment Technician	Enumclaw	5 percent
600L	Equipment Technician Lead	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600L	Equipment Technician Lead	Enumclaw	5 percent
600M	Equipment Technician Supervisor	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except King County and Region HQ)	10 percent
148M	Fiscal Technician 2	King County	5 percent
596S	Highway Maintenance Worker 3	Enumclaw, Greenwater,	5 percent
596S	Highway Maintenance Worker 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent,	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
596X	Highway Maintenance Worker 4	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596X	Highway Maintenance Worker 4	Enumclaw, Greenwater	5 percent
626L	Maintenance Mechanic 3	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
626M	Maintenance Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
598P	Maintenance Operations Assistant Superintendent	Seattle or Shoreline	10 percent
596I	Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596I	Maintenance Specialist 2	Enumclaw	5 percent
596J	Maintenance Specialist 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe,	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
596J	Maintenance Specialist 3	Enumclaw	5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent
597N	Bridge Maintenance Specialist Lead	Bellevue, Lakewood, Tacoma	10 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596T	Highway Maintenance Supervisor	Enumclaw	5 percent
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596P	Highway Maintenance Worker 1	Enumclaw	5 percent
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597F	Bridge Maintenance Specialist 1	Enumclaw	5 percent
596Q	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Greenwater, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline,	10 percent

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Tacoma, Woodinville	
596Q	Highway Maintenance Worker 2	Enumclaw	5 percent
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597G	Bridge Maintenance Specialist 2	Enumclaw	5 percent
179I	Property & Acquisition Specialist 1	Northwest Region (except King County)	2.5 percent
179J	Property & Acquisition Specialist 2	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	5 percent
179K	Property & Acquisition Specialist 3	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	10 percent
179K	Property & Acquisition Specialist 3	King County	5 percent
179L	Property & Acquisition Specialist 4	Headquarters, Eastern Region, Olympic Region	7.5 percent
179M	Property & Acquisition Specialist 5	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	7.5 percent
179M	Property & Acquisition Specialist 5	King County	2.5 percent
179N	Property & Acquisition Specialist 6	Olympia	7.5 percent
179N	Property & Acquisition Specialist 6	Seattle	2.5 percent
179N	Property & Acquisition Specialist 6	Spokane	7.5 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
530M	Transportation Engineer 3 (Cadastral)	Northwest Region (except King County)	10 percent
530M	Transportation Engineer 3 (Cadastral)	King County	5 percent
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office (Shoreline/King County)	5 percent
100V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett, King County [except Region HQ])	5 percent
Department of Veteran Affairs			
311E	Dietitian 1	Retsil	5 percent
Office of Attorney General			
425E	Legal Assistant 1	King County	10 percent
425F	Legal Assistant 2	King County	15 percent
425G	Legal Assistant 3	King County	15 percent
425H	Legal Assistant 4	King County	15 percent
425I	Legal Administrative Manager	King County	15 percent
Washington State Patrol			
396L	Deputy State Fire Marshal	North Bend	2.5 percent

REFERENCE #1:

Within the Department of Social and Health Services for the supervision, training, and mentoring of individuals with intellectual disabilities, or individuals with symptoms and behaviors related to significant mental illness; or in the Department of Children, Youth, and Families or DSHS for the supervision, training, and mentoring of Juvenile Rehabilitation (JR) institution residents or Department of Corrections offenders residing in JR facilities. Basic salary plus five percent (5%).

REFERENCE #2:

For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a month shall be paid to employees in this class.

REFERENCE #3:

For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

REFERENCE #4:

For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus five percent (5%).

REFERENCE #5:

For assigned operation of highway equipment rated above the employee's classification. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four-range increase over the Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid for actual operations that continue for at least one (1) hour. Equipment operation that lasts for less than one (1) continuous hour shall not qualify the operator for premium pay. Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate.

REFERENCE #9:

For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus two (2) ranges will also be paid to designated working supervisor of floor crew.

REFERENCE #11:

For successful completion of the Department of Social and Health Services approved core curriculum which consists of forty-five (45) college quarter credit hours or its equivalent in semester hours and current participation in the development and implementation of assigned aspects of individual resident treatment activities. Basic salary plus five percent (5%).

REFERENCE #12:

Employees assigned to operate equipment above this level shall be compensated basic salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the higher rate on each day they operate the higher level equipment.

REFERENCE #14:

For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary plus ten percent (10%).

REFERENCE #16:

For mixing, record keeping, and application of pesticides by a licensed Department of Transportation spray operator. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four-range increase over the Highway Maintenance Worker 2 class. Employees who are responsible for actual mixing, record keeping, and spraying of pesticide as documented by completion and signature of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at least one (1) hour. Mixing, record keeping, and application of pesticides that last for less than one (1) hour shall not qualify employees for assignment pay.

REFERENCE #17:

Payable to DSHS staff in classifications below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%). Payable for the greater of actual operating time or two (2) hours. Applicable only to the Department of Social and Health Services.

REFERENCE #18:

Employees in any position whose current assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%).

REFERENCE #20:

Basic salary plus ten percent (10%) for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and a pressurized respirator.

REFERENCE #21:

Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

REFERENCE #22:

Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck.

REFERENCE #24:

Part A: Within the Department of Ecology, basic salary plus ten percent (10%) to designated employees permanently assigned to the Emergency Spill Response Team.

Part B: Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for each hour on duty in the assigned duty week outside of normal work hours to designated employees not permanently assigned to the Emergency Spill Response Team.

REFERENCE #25:

Basic salary plus five percent (5%) for crime lab support staff performing evidence handling activities.

REFERENCE #26:

Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for employees with a Class A or Class B Commercial Driver's License performing the following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL truck for authorized maintenance, fish loading or unloading, pre and post trip inspections, and fuel stops. The advanced pay level

shall be for a one (1) hour minimum and thereafter on an hour-for-hour basis, rounded up to an hour.

REFERENCE #27:

Basic salary plus three percent (3%) to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team.

REFERENCE #29:

Upon review from OFM State Human Resources and negotiations with OFM Labor Relations Section employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency, will be compensated basic salary plus specified percentages as detailed in the Group C listing.

REFERENCE #35:

Basic salary plus five percent (5%) for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission.

REFERENCE #36:

Basic salary plus ten percent (10%) while performing back flow valve testing.

REFERENCE #37B (WFSE Only):

Excluding employees whose assigned duties are classification specific or position specific, within the Washington State Parks and Recreation Commission, Department of Children, Youth, and Families, and the Department of Social and Health Services, certified instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range.

REFERENCE #39:

Construction and Maintenance Project Lead and Construction and Maintenance Project Supervisor positions assigned to marine crew will be compensated basic salary plus ten percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on each day they operate Class C equipment.

REFERENCE #40:

Basic salary plus ten percent (10%) will be paid to Department of Transportation employees in the northwest region permanently assigned to the I-90 tunnel and are responsible to monitor, maintain, and operate the highly complex and specialized tunnel systems located only at the I-90 tunnel.

REFERENCE #43:

Basic salary plus ten percent (10%) shall be paid to Department of Licensing employees who have successfully completed the DOL-sponsored Enhanced Drivers License Training Course and have been qualified and permanently assigned to denote US Citizenship and issue a Washington State enhanced driver's license or enhanced identification card.

REFERENCE #48:

Basic salary plus ten percent (10%) will be paid to Department of Transportation employees when assigned by the employer to work in or remove illegal encampments within State Right of Way.

REFERENCE #49:

Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees permanently or temporarily assigned to crews that maintain designated corridors on night shift because heavy congestion on the roadway prevents these activities from occurring during the day. Employees temporarily assigned to night shift to perform snow and ice removal do not qualify for the premium.

REFERENCE #50:

Within the Department of Corrections (excluding those assigned to the Training and Development Unit and Emergency Operations Unit), certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol maintenance, will be compensated at basic salary plus fifteen dollars (\$15.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training.

REFERENCE #51:

Within the Department of Enterprise Services, basic salary plus five percent (5%) for work assigned on and/or testing of high voltage distribution systems of 751 volts or more and will be rounded up to the nearest hour.

REFERENCE #53:

Within the Washington State Parks and Recreation Commission, basic salary plus seven and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such duties will be assigned in writing and as directed by management.

REFERENCE #55:

Basic salary plus two and one half percent (2.5%) for Security Guards and Residential Rehabilitation Counselors within the Department of Social and Health Services that are assigned to the Special Commitment Center (SCC) firefighting response team.

REFERENCE #56:

Within the Department of Labor and Industries, conditional to serious hazard exposure as defined by [RCW 49.17.180\(6\)](#): Industrial Hygienists and Safety & Health Specialists will be compensated basic salary plus ten percent (10%) for each hour they are required to use personal protective equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous worksite to consult, inspect or investigate where serious hazards are present.

REFERENCE #59:

Basic salary plus five percent (5%) shall be paid to trained and qualified employees who are assigned members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT), Crisis Negotiation Team (CNT) and Critical Incident Stress Management (CISM). Assignment pay under this reference shall be paid on an hour for hour basis for every hour worked during an authorized team related assignment or training.

REFERENCE #62:

Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Northwest High Intensity Drug Trafficking Area employees for performing criminal intelligence and investigative analysis work. Activities include de-confliction communications with other government public safety agencies for officer safety, developing criminal link to associates and family members for known or potential criminal activities, and interviewing individuals and their attorneys.

REFERENCE #63:

For certified Department of Transportation employees in positions permanently assigned duties that include tree evaluation and felling. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary representing a four (4) range increase over the Highway Maintenance Worker 2 class for each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.

REFERENCE #64:

Corrections Specialist 4's assigned to the Community Response Unit will receive an additional 10% of base pay.

REFERENCE #65:

Corrections Specialist 3's assigned to the Civil Commitment Unit will receive an additional 5% of base pay.

REFERENCE #66:

Employees who have been identified as essential and could be deployed to backfill in positions within the prisons shall be paid the higher of their base rate or the rate of a substantially equivalent position while training for or filling in in the prisons. Those qualified to fill in shall be paid a retention bonus of 3% of base pay for every fiscal year they continue to volunteer and remain qualified.

APPENDIX S

SPECIFIC INCREASES

Classification Code	Classification	Range Increase
<u>105F</u>	<u>Administrative Assistant 2</u>	<u>26</u>
<u>105G</u>	<u>Administrative Assistant 3</u>	<u>26</u>
383E	Community Corrections Assistant	5
<u>383F</u>	<u>Community Corrections Officer 1</u>	<u>1 - 07/01/23</u> <u>1 - 07/01/24</u> 13
<u>383G</u>	<u>Community Corrections Officer 2</u>	<u>1 - 07/01/23</u> <u>1 - 07/01/24</u> 10
<u>383H</u>	<u>Community Corrections Officer 3</u>	<u>1 - 07/01/23</u> <u>1 - 07/01/24</u> 11
<u>674G</u>	<u>Cook 1</u>	<u>314</u>
<u>674H</u>	<u>Cook 2</u>	<u>314</u>
<u>674I</u>	<u>Cook 3</u>	<u>314</u>
<u>421C</u>	<u>Correctional Hearings Officer 3</u>	<u>314</u>
<u>421D</u>	<u>Correctional Hearings Officer 4</u>	<u>314</u>
112E	Correctional Records Technician	5
112F	Correctional Records Technician Lead	5
112G	Correctional Records Supervisor	5
112M	Records Management Supervisor	5
350B	Corrections Specialist 1	5
350C	Corrections Specialist 2	5
<u>350D</u>	<u>Corrections Specialist 3</u>	<u>1 - 07/01/23</u> <u>1 - 07/01/24</u> <u>1 - 01/01/25</u> 5
<u>350F</u>	<u>Corrections Specialist 4</u>	<u>1 - 07/01/23</u> <u>1 - 07/01/24</u> <u>1 - 01/01/25</u> 5
119E	Human Resource Consultant 1	51
119F	Human Resource Consultant 2	5
<u>119G</u>	<u>Human Resource Consultant 3</u>	<u>4</u> 5
<u>119H</u>	<u>Human Resource Consultant 4</u>	<u>4</u> 5
354Q	Corrections Mental Health Counselor 2	94
<u>677E</u>	<u>Food Services Manager 1</u>	<u>311</u>
<u>677F</u>	<u>Food Services Manager 2</u>	<u>311</u>
<u>677G</u>	<u>Food Services Manager 3</u>	<u>311</u>
<u>626J</u>	<u>Maintenance Mechanic 1</u>	<u>2 - 07/01/23</u> <u>1 - 07/01/24</u> 8
<u>626K</u>	<u>Maintenance Mechanic 2</u>	<u>2 - 07/01/23</u> <u>1 - 07/01/24</u> 8
<u>626L</u>	<u>Maintenance Mechanic 3</u>	<u>2 - 07/01/23</u>

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-25 budget.

		<u>1 - 07/01/24</u> 8
<u>626M</u>	<u>Maintenance Mechanic 4</u>	<u>2 - 07/01/23</u> <u>1 - 07/01/24</u> 8
100H	Office Assistant 1	8
100I	Office Assistant 2	8
<u>100J</u>	<u>Office Assistant 3</u>	<u>4</u> 8
<u>100K</u>	<u>Office Assistant Lead</u>	<u>4</u> 8
100L	Office Support Supervisor 1	8
100M	Office Support Supervisor 2	11
100R	Office Support Supervisor 3	8
106J	Office Manager	8
<u>100S</u>	<u>Secretary</u>	<u>2</u> 8
<u>100T</u>	<u>Secretary Senior</u>	<u>2</u> 8
<u>100U</u>	<u>Secretary Lead</u>	<u>2</u> 8
<u>100V</u>	<u>Secretary Supervisor</u>	<u>2</u> 8
354O	Corrections Mental Health Counselor 2	4 9
<u>354P</u>	<u>Corrections Mental Health Counselor 3</u>	<u>4</u> 9
384A	Corr & Custody Officer 1	4 5
384B	Corr & Custody Officer 2	2 51
384C	Corr & Custody Officer 3	2 51
384D	Corr & Custody Officer 4	51
<u>627E</u>	<u>Construction and Maintenance Project Specialist</u>	<u>2 - 07/01/23</u> <u>1 - 07/01/24</u> 5
<u>627F</u>	<u>Construction and Maintenance Project Lead</u>	52 - 07/01/23 <u>1 - 07/01/24</u>
<u>627G</u>	<u>Construction & Maintenance Project Supervisor</u>	<u>2 - 07/01/23</u> <u>1 - 07/01/24</u> 5

DOC MOU A.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Uniforms

The parties recognize the need for uniforms to be provided for those employees with arrest authority who work in the community.

The parties agree to continue discussions on the exact makeup of these uniforms.

The parties will continue discussions of uniform requirements at statewide Security Advisory Committee meetings through the 2023 fiscal year.

Once the uniform requirements are established based on those discussions, the employer will furnish the required professional quality and gender-appropriate uniforms for staff. These uniforms may include pants, shirts, jackets, hats, safety, cold and/or foul weather apparel, boots/shoes, belts, and undershirts.

The Employer will furnish personnel badges. All other custody and specialty team uniforms will be provided in accordance with Agency policy.

This agreement will expire June 30, 2025.

Dated November 10, 2022

For the Employer:

For the Union:

/s/

/s/

Lane Hatfield, OFM
Labor Negotiator

Ton Johnson, WFSE

DOC MOU B.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
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 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.

Dated November 10, 2022

For the Employer:

For the Union:

/s/

/s/

Lane Hatfield, OFM
Labor Negotiator

Ton Johnson, WFSE