

WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

General Government (GG) 2023-25 Negotiations

Tentative Agreement

Please note the following:

Page 1 references Articles not opened. In addition, there were no changes to Appendix A.

Appendix T- references job class changes resulting from the ITPS in the 2019-21 CBA (not attached).

Appendices E, F, I, J, K, L, M, N, U, V are salary schedules and will be updated at a later date.

WFSE GG CBA – Neither the State nor the WFSE is proposing changes to the following articles for the 23-25 collective bargaining agreement. Therefore, the current contract language contained in the 21-23 collective bargaining agreement for these articles is agreed to by tentative agreement for the 23-25 term:

- | | |
|----------------|----------------|
| 1. Preamble | |
| 2. Article 1 | 18. Article 44 |
| 3. Article 2 | 19. Article 46 |
| 4. Article 13 | 20. Article 48 |
| 5. Article 17 | 21. Article 49 |
| 6. Article 18 | 22. Article 50 |
| 7. Article 19 | 23. Article 51 |
| 8. Article 24 | 24. Article 52 |
| 9. Article 25 | |
| 10. Article 26 | |
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| 12. Article 31 | |
| 13. Article 32 | |
| 14. Article 33 | |
| 15. Article 34 | |
| 16. Article 35 | |
| 17. Article 41 | |

TENTATIVE AGREEMENT REACHED

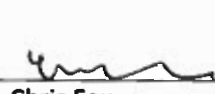
For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

09/21/22
Date

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). ~~and Office of Forensic and Mental Health Services.~~ 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. To which shall include email/electronic notifications to all eligible employees. Lack of such email/electronic notice will not result in an employee being awarded a bid position a reposting and rebidding of the position.~~

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~~ voluntary demotion request or a 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

1 military time, and with due regard for needs of industry, the Employer and
2 employees.

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

4 **3.13 Washington State Patrol – Fingerprint Technicians, Leads and Supervisors**

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

For the Employer:

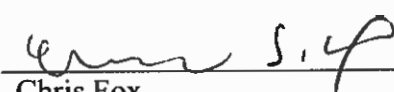


Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22

Date

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 1. The most senior candidate on the agency's internal layoff list with
2 the required skills and abilities who has indicated an appropriate
3 geographic availability will be appointed to the position.
- 4 2. If there are no names on the internal layoff list, the agency will
5 certify up to twenty (20) candidates for further consideration. Up to
6 seventy-five percent (75%) of those candidates will be statewide
7 layoff, agency promotional, internal transfers, and agency voluntary
8 demotions. All candidates certified must have the position-specific
9 skills and abilities to perform the duties of the position to be filled.
10 If there is a tie for the last position on the certification for either
11 promotional or other candidates, the agency may consider up to ten
12 (10) additional tied candidates. The agency may supplement the
13 certification with additional tied candidates and replace other
14 candidates who waive consideration with like candidates from the
15 original pool.
- 16 3. Employees in the General Government Transition Pool Program
17 who have the skills and abilities to perform the duties of the vacant
18 position may be considered along with all other candidates who have
19 the skills and abilities to perform the duties of the position.
- 20 4. If the certified candidate pool does not contain at least three (3)
21 affirmative action candidates, the agency may add up to three (3)
22 affirmative action candidates to the names certified for the position.
- 23 5. When recruiting for multiple positions, the agency may add an
24 additional five (5) agency candidates and five (5) other candidates
25 to the certified list for each additional position.

26 **4.2 Recruitment and Application Process**

27 Agencies will determine the recruitment process used to fill positions. When
28 recruiting for a bargaining unit position, the recruitment announcement will be

1 posted for a minimum of seven (7) calendar days. One (1) recruitment
2 announcement may be used to fill multiple open positions. A recruitment
3 announcement may also be used to fill positions in addition to those listed in the
4 recruitment announcement if the recruitment announcement includes a statement
5 indicating that intent at the initial time of posting. Once all the position(s) from the
6 recruitment announcement are filled, the recruitment announcement may only be
7 used to fill additional open positions for the next sixty (60) days. An agency may
8 accept applications/recruit through the Department of Enterprise Services' online
9 recruiting system, agency electronic process, and/or paper applications as indicated
10 on the recruitment announcement. In addition, agencies may use their intranet to
11 post positions. Agencies that use the Department of Enterprise Services' online
12 recruiting system will accept and process agency-defined paper forms. Upon
13 request, agencies will assist employees through the application process.

14 **4.3 Movement – Permanent Employees**

15 A. Within an Agency

- 16 1. Prior to certifying candidates for vacancies in accordance with
17 Section 4.1, an Appointing Authority may grant an administrative
18 transfer, voluntary demotion or elevation within an agency as long
19 as the permanent employee has the skills and abilities required to
20 perform the duties of the position.
- 21 2. Employees desiring a transfer, voluntary demotion or elevation may
22 initiate a request in writing to their agency human resources office,
23 or for DSHS, to the appropriate Appointing Authority.
- 24 3. Appointing authorities will consider these individuals for an
25 opening. Movement requests will be purged twice yearly on June
26 30th and December 31st.
- 27 4. Candidates interviewed will be notified of the hiring decision.

1 5. This Subsection does not apply to those positions that have a
2 required bid system established in accordance with Article 3, Bid
3 System, unless the position remains vacant after the completion of
4 the bid process.

5 6. In addition, employees who are interested in a transfer, voluntary
6 demotion or elevation within an agency may also apply in
7 accordance with the processes outlined in Section 4.2, above.

8 B. Outside the Agency

9 1. Prior to certifying candidates for vacancies in accordance with
10 Section 4.1, an Appointing Authority may grant an administrative
11 transfer, voluntary demotion or elevation to a candidate from
12 another agency as long as the permanent employee has the skills and
13 abilities to perform the duties of a position.

14 2. Employees transferring, demoting or elevating from outside the
15 agency will be required to serve a six (6) month review period.
16 Agencies may extend the review period for an individual employee
17 as long as the extension does not cause the total period to exceed
18 twelve (12) months.

19 3. The Employer may separate an employee or an employee may
20 voluntarily separate during the review period. Upon separation, and
21 at the employee's request, the employee's name will be placed on
22 the agency's layoff list. The employee will remain on the list until
23 such time as their eligibility expires or they have been rehired.

24 4. An employee who is separated during their review period may
25 request a review of the separation by the Director or Secretary of the
26 agency or designee within twenty-one (21) calendar days from the
27 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

1 current Appointing Authority of the intent to accept a non-
2 permanent appointment. Upon notification of the employee's intent,
3 the employee's permanent agency will notify the employee, in
4 writing, of any return rights to the agency and the duration of those
5 return rights. At a minimum, the agency must provide the employee
6 access to the agency's internal layoff list.

7 3. The Employer may convert a non-permanent appointment into a
8 permanent appointment if the Employer used a competitive process
9 to fill the non-permanent appointment or if the non-permanent
10 appointment was filled using a veteran placement program. In such
11 circumstances the employee will serve a probationary or trial service
12 period. The Employer must follow Article 3, Bid System or appoint
13 an internal layoff candidate, if one exists, before converting an
14 employee from a non-permanent appointment to a permanent
15 appointment.

16 4. Time spent in the non-permanent appointment will count towards
17 the probationary or trial service period if the employee and the
18 employee's position is converted from a non-permanent
19 appointment to a permanent appointment in accordance with
20 Subsection 3 above.

21 5. Time spent in the non-permanent appointment ~~may~~ will ~~may~~ count
22 towards the probationary or trial service period for the permanent
23 position within the same job classification. When non-permanent
24 time is not counted towards the probationary or trial service period,
25 the reason(s) will be provided to the employee in writing.

26 6. The Employer may end a non-permanent appointment at any time
27 by giving ~~one~~ five ~~(151)~~ working day's notice to the employee.
28 If an employee is terminated for misconduct and the misconduct for

1 which the employee is terminated is documented in the personnel
2 file, just cause will apply.

3 B. On-Call Employment

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

10 C. In-Training Employment

11 1. The Employer may designate specific positions, groups of positions,
12 or all positions in a job classification or series as in-training. The
13 Employer will determine and document the training program,
14 including a description and length of the program. The in-training
15 plan must include:

- 16 a. The title of the goal class of the in-training plan.
- 17 b. The duties and responsibilities of the goal class.
- 18 c. The job classes that will be used to reach the goal class.
- 19 d. The skills and abilities that must be acquired by the
20 employee while in-training to the goal class.

21 The training plan may include any of the following components:

- 22 e. On-the job training;
- 23 f. Classroom or field instruction;
- 24 g. Courses conducted by an educational institution, vocational
25 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. Aan employee will acquire

~~permanent status when they achieve satisfactory performance at each level towards the goal class.~~ 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~~^{thirty-six}~~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 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

1 Employer will notify the employees, in writing, of the expected
2 ending date of the project employment.

3 2. Employees who have entered into project employment without
4 previously attaining permanent status will serve a probationary
5 period. Employees will gain permanent project status upon
6 successful completion of their probationary period.

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

- 9 a. Promote to another job classification within the project; or
10 b. Transfer or voluntarily demote within the project to another
11 job classification in which they have not attained permanent
12 status.

13 3. The Employer may consider project employees with permanent
14 project status who were appointed without a competitive process for
15 transfer, voluntary demotion, or promotion to other project positions
16 only. Project employees with permanent project status hired through
17 a competitive process will be eligible under Article 4.3 Movement
18 – Permanent Employees, for transfer, voluntary demotion or
19 ~~elevation~~ promotion for project and non-project positions.
20 Employees will serve a trial service period upon transfer, voluntary
21 demotion, or promotion to a non-project position in a job
22 classification that the employees have not previously attained
23 permanent status in.

24 4. For employees hired into a project position prior to July 1, 2013, the
25 Employer may convert a project appointment into a permanent
26 appointment and the employee will serve a probationary or trial
27 service period. For employees hired into a project position on or

1 after July 1, 2013, the Employer may convert a project appointment
2 into a permanent appointment if the Employer used a competitive
3 process to fill the project appointment. In such circumstances, the
4 employee will serve a probationary or trial service period.

- 5 5. The layoff and recall rights of project employees will be in
6 accordance with the provisions in Article 34, Layoff and Recall.

7 E. Seasonal Career/Cyclic Employment

- 8 1. The Employer may make seasonal career appointments that are
9 cyclical in nature, recur at the same agency at approximately the
10 same time each year, and are anticipated to last for a minimum of
11 five (5) months but are less than twelve (12) months in duration
12 during any consecutive twelve (12) month period.

- 13 2. Upon completion of a six (6) or twelve (12) month probationary
14 period (in accordance with Subsection 4.6 A below) completed in
15 consecutive seasons at the same agency, employees in seasonal
16 career employment will assume the rights of employees with
17 permanent status.

- 18 3. The layoff and recall rights of seasonal career employees will be in
19 accordance with the provisions in Article 34, Layoff and Recall.

- 20 F. The designation of a position as non-permanent, on-call, in-training or
21 project, or the termination of a non-permanent, on-call, in-training or
22 project appointment is not subject to the grievance procedure in Article 29,
23 Grievance Procedure.

24 **4.6 Review Periods**

25 A. Probationary Period

- 26 1. Every part-time and full-time employee, following their initial
27 appointment to a permanent position, will serve a probationary

1 period of six (6) consecutive months, except for employees in any
2 job classification listed in Appendix R, Job Classifications – Twelve
3 Month Probationary Period, will serve a twelve (12) month
4 probationary period. ~~Agencies may extend the probationary period~~
5 ~~for an individual employee as long as the extension does not cause~~
6 ~~the total period to exceed twelve (12) months. Every 90 days of the~~
7 ~~probationary period, the Employer will provide a status report to the~~
8 ~~employee. The status report will provide the employee with an~~
9 ~~update of progress towards completion of the training requirements,~~
10 ~~and if necessary, offer remedial opportunities to assist in the~~
11 ~~successful completion of the probationary period. Probationary~~
12 ~~periods may be extended with mutual agreement of the Employer~~
13 ~~and the employee, but are not to exceed 12 months. Agencies may~~
14 ~~extend the probationary period for an individual employee as long~~
15 ~~as the extension does not cause the total period to exceed twelve (12)~~
16 ~~months. Employees will be provided with a written explanation for~~
17 the extension. If the extension is based on performance issues, the
18 employee will receive a performance improvement plan.

- 19 2. The Employer may separate a probationary employee at any time
20 during the probationary period. The Employer will provide the
21 employee ~~five-five (55)~~ working days' written notice prior to the
22 effective date of the separation. However, if the Employer fails to
23 provide ~~five-five (55)~~ working days' notice, the separation will stand
24 and the employee will be entitled to payment of salary ~~for~~
25 ~~up equivalent up to five-five (55)~~ working days, which the employee
26 would have worked had notice been given. Under no circumstances
27 will notice deficiencies or performance improvement plan issues
28 result in an employee gaining permanent status. The separation of a
29 probationary employee will not be subject to the grievance
30 procedure in Article 29, Grievance Procedure.

- 1 3. The Employer will extend an employee's probationary period, on a
2 day-for-a-day basis, for any day(s) that the employee is on leave
3 without pay or shared leave, except for leave taken for military
4 service or temporary reduction of work hours, consistent with
5 Article 34.6 E.
6
- 7 4. An employee who is appointed to a different position prior to
8 completing their initial probationary period may be required to serve
9 a new probationary period. The length of a new probationary period
10 will be in accordance with Subsection 4.6 A, unless adjusted by the
11 Appointing Authority for time already served in probationary status.
12 In no case, however, will the total probationary period be less than
13 six (6) consecutive months.
- 14 5. With approval of the Employer, an employee who accepts a non-
15 permanent appointment to a higher level position in the same job
16 series while serving an initial probationary period, may resume their
17 probationary period and receive credit for time already served in
18 probationary status if they return to the same position they vacated.
- 19 6. If the Employer converts the status of a non-permanent appointment
20 to a permanent appointment within the same job classification, the
21 incumbent employee will serve a probationary period. However, the
22 Employer ~~may~~ may credit time worked in the non-permanent
23 appointment toward completion of the probationary period within
24 the same job classification as defined in Subsection 4.6 A. When
25 non-permanent time is not counted towards the probationary period,
26 the reason(s) will be provided to the employee in writing. If the
27 employee and the employee's position is converted from a non-
28 permanent appointment to a permanent appointment, time spent in

1 the non-permanent appointment will count towards the probationary
2 or trial service period.

3 B. Trial Service Period

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

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

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

- 21
22 3. An employee who is appointed to a different position prior to
23 completing their trial service period will serve a new trial service
24 period. The length of the new trial service period will be in
25 accordance with Subsection 4.6 B, unless adjusted by the appointing
26 authority for time already served in trial service status. In no case,
27 however, will the total trial service period be less than six (6)
28 consecutive months.

1 4. An employee serving a trial service period may voluntarily revert to
2 their former permanent position within fifteen (15) days of the
3 appointment, provided that the position has not been filled or an
4 offer has not been made to an applicant. An employee serving a trial
5 service period may voluntarily revert at any time to a funded
6 permanent position in the same agency that is:

7 a. Vacant or filled by a non-permanent employee and is within
8 the employee's previously held permanent job classification.

9 b. Vacant or filled by a non-permanent employee at or below
10 the employee's previous salary range.

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

17 5. With five (5) working days' written notice by the Employer, an
18 employee who does not satisfactorily complete their trial service
19 period will be reverted to a funded permanent position in the same
20 agency, that is:

21 a. Vacant or filled by a non-permanent employee and is within
22 the employee's previously held permanent job classification.

23 b. Vacant or filled by a non-permanent employee at or below
24 the employee's previous salary range.

25 The reversion option, if any, will be determined by the Employer
26 using the order listed above. In both (a) and (b) above, the employee
27 being reverted must have the skills and abilities required for the

1 vacant position. If possible, the reversion option will be within a
2 reasonable commuting distance for the employee.

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

9 6. An employee who has no reversion options or does not revert to the
10 highest classification in which they previously attained permanent
11 status may request that their name be placed on the agency's internal
12 layoff list for positions in job classifications where they had
13 previously attained permanent status.

14 7. An employee who is separated during their trial service period may
15 request a review of the separation by the Director or Secretary of the
16 agency or designee within twenty-one (21) calendar days from the
17 effective date of the separation. The reversion of employees who are
18 unsuccessful during their trial service period is not subject to the
19 grievance procedure in Article 29, Grievance Procedure.

20 **4.7 Internal Movement Within Department of Corrections Only**

21 A. Prior to certifying candidates in accordance with Section 4.1, the agency
22 will post vacancies for internal transfer candidates for three (3) business
23 days prior to posting externally. An employee's transfer request will be
24 granted to another position within the bargaining unit provided:

25 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.


1 D. The offering of a formal layoff option in accordance with Article 34, Layoff
2 and Recall, a trial service reversion option or demotion option, prior to
3 granting a transfer request under this Sub-article, is not a violation of this
4 Sub-article, provided notice is given to the union prior to such actions
5 occurring.

6 E. This Section is not subject to the grievance procedure in accordance with
7 Article 29, Grievance Procedure. If an employee requests a transfer and it
8 is denied, the employee may request a review by the Department of
9 Corrections Secretary or designee (Deputy/Assistant Secretary) within
10 twenty-one (21) days from the date the employee was notified in writing
11 that they would not be transferred to the vacant position. The request for
12 review must be filed with the Department of Corrections Labor Relations
13 Office. The Secretary or designee will respond in writing within thirty (30)
14 days of receipt of the request for review.

15 F. This Section does not apply to filling positions covered under Article 3, Bid
16 System, non-permanent, on-call, or project positions.

17 **TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/09/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/9/22

Date

18

19

ARTICLE 5
PERFORMANCE EVALUATIONS

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 ~~every 90 days~~ 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

1 evaluation. Immediate supervisors will meet with employees to discuss
2 performance goals and expectations. Employees will receive copies of their
3 performance goals and expectations as well as notification of any
4 modifications made during the review period.

5 B. The supervisor will discuss the evaluation with the employee. The
6 employee will have the opportunity to provide feedback on the evaluation.
7 The discussion may include such topics as:

- 8 1. Reviewing the employee's performance;
- 9 2. Identifying ways the employee may improve their performance;
- 10 3. Updating the employee's position description, if necessary;
- 11 4. Identifying performance goals and expectations for the next appraisal
12 period; and
- 13 5. Identifying employee training and development needs.

14 C. The performance evaluation process will include, but not be limited to, a
15 performance evaluation on forms used by the Employer, the employee's
16 written signature or electronic acknowledgment of the forms, and any
17 comments by the employee. The evaluation, including employee comments,
18 will be considered by the reviewer. Once completed and
19 signed/acknowledged by the reviewer, a copy will be provided to the
20 employee (with reviewer comments, if any), who may provide responsive
21 comments to be attached to the evaluation. The completed and
22 signed/acknowledged performance evaluation form, including the
23 employee's comments, will be maintained in the employee's personnel file.


24

1 D. The evaluation process is subject to the grievance procedure. The specific
2 content of performance evaluations are not subject to the grievance
3 procedure.

4 E. If an employee has been fully exonerated of misconduct in a disciplinary
5 grievance by the Employer or an arbitrator or the Employer determines that
6 allegations of misconduct are false, then references to the misconduct in the
7 performance evaluation will be removed. If the Employer fails to remove
8 the applicable portions of the performance evaluation, the failure to remove
9 those references is subject to the grievance procedure. However, the
10 Employer may retain this information in a legal defense file and it will only
11 be used or released when required by a regulatory agency (acting in their
12 regulatory capacity), in the defense of an appeal, legal action or as otherwise
13 required by law.

14
15 **TENTATIVE AGREEMENT REACHED**

For the Employer:




Scott Lyders, OFM
Labor Negotiator

09/09/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/9/22

Date

ARTICLE 6
HOURS OF WORK

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.

J. 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 and DSHS 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~~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

1 schedules meet federal and state laws. Employees may request alternative
2 work schedules and such requests will be approved by the Employer, except
3 as provided below, subject to business and customer service needs. The
4 Employer may disapprove requests if there are performance or attendance
5 concerns. Previously approved alternate work schedules may be rescinded
6 by the Employer if business and customer service needs are no longer being
7 met, or if performance or attendance concerns occur. The Employer will
8 consider employees' personal and family needs.

9 C. Daily Work Shift Changes

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

12 D. Temporary Schedule Changes

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

22 E. Permanent Schedule Changes

23 Overtime-eligible employees' workweeks and work schedules may be
24 permanently changed with prior notice from the Employer. Overtime-
25 eligible employees will receive seven (7) calendar days' written notice of a
26 permanent schedule change, which will include the reason for the schedule
27 change. The day notification is given is considered the first day of notice.

28 ~~A permanent schedule change shall not result in the loss of two (2)~~
29 ~~consecutive days off for an employee, which shall include the transition~~

~~from one permanent schedule to another permanent schedule.~~ 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.

1 B. Overtime-exempt employees are expected to work as many hours as
2 necessary to accomplish their assignments or fulfill their responsibilities
3 and must respond to directions from management to complete work
4 assignments by specific deadlines. Overtime-exempt employees may be
5 required to work specific hours to provide services, when deemed necessary
6 by the Employer.

7 C. The salary paid to overtime-exempt employees is full compensation for all
8 hours worked, except:

- 9 1. Psychologist – Forensic Evaluators and Psychiatric Social Workers
10 working at the Department of Social and Health Services (DSHS)
11 are expected to work as many hours as necessary to accomplish their
12 assignment or fulfill their core responsibilities. However, because
13 DSHS has a unique situation that requires Psychologist-Forensic
14 Evaluators and Psychiatric Social Workers to work hours over and
15 above those necessary to accomplish their assignment and fulfill
16 their core responsibilities, Psychologists – Forensic Evaluators and
17 Psychiatric Social Workers will receive additional straight time pay
18 at their regular rate of pay for working these “extra duty” hours.

19 “Extra Duty” is defined as work hours assigned by management that
20 are hours over and above those necessary to accomplish the
21 Psychologist – Forensic Evaluator’s and Psychiatric Social
22 Worker’s regular assignment and fulfill their core responsibility.
23 “Extra duty” hours typically include covering hours/shifts not
24 regularly assigned to any other Psychologist – Forensic Evaluator or
25 Psychiatric Social Worker. When seeking to fill the extra duty hours,
26 the Employer retains the right to assign any Psychologist – Forensic
27 Evaluator or Psychiatric Social Worker who has the appropriate
28 skills and abilities required for the extra duty. Management will ask
29 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

1 residence to the work site and the return to the temporary residence
2 will be considered work time.

3 **6.13 Department of Agriculture – Grain Inspection Program**

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

12 **6.14 Department of Transportation – Commercial Driver’s License (CDL)**

13 **Required Positions**

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

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

24 **6.15 Shift Exchange – Department of Corrections – Work Release Facilities (WR)**
25 **and Military Department – Youth Academy**

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

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

21 **6.16 Department of Ecology – Spill Response Team**

22 Employees working on the spill response team who work sixteen (16) hours in a
23 twenty-four (24) hour period will be required to take eight (8) hours off for rest
24 before resuming the next duty period. The employee will suffer no loss of regular
25 straight-time hourly earnings for any time missed up to six (6) hours during that
26 rest period that otherwise would have been part of their regularly scheduled shift.
27 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.

1 F. An employee will not receive shift premium pay under Article 42.19, Shift
2 Premium, solely as a result of a shift exchange. Each employee will be
3 considered to have worked their regular scheduled work shift for purposes
4 of shift premium pay.

5 G. The failure of an employee, who has exchanged shifts, to work the agreed
6 upon shift without appropriate cause may be a basis for disciplinary action
7 or suspension of the ability to exchange shifts in the future.

8 H. Mental Health Technicians and Psychiatric Security Attendants may
9 exchange shifts as long as the employees qualify to work in positions for
10 which the employees are requesting shift exchange. Licensed Practical
11 Nurses and Psychiatric Security Nurses may exchange shifts as long as the
12 employees qualify to work in positions for which the employees are
13 requesting shift exchange.

14 I. Denials of shift exchanges are not subject to the grievance procedure under
15 Article 29, Grievance Procedure, of the parties' collective bargaining
16 agreement.

17 J. Employees working in different classifications as provided in Subsection H.
18 above will be considered to have worked their regular scheduled work shift
19 for purposes of pay in Article 42.1, "GS" Pay Range Assignments.

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

23 **6.18 Department of Transportation – Emergency Schedule Change**

24 At the time DOT changes an employee's schedule in accordance with Article 6.3F,
25 Emergency Schedule Changes, it will notify the employee that the change is an
26 emergency schedule change. DOT will also provide the employee written notice

1 that the schedule change is in accordance with Article 6.3 F, Emergency Schedule
2 Changes. The written notice will be provided after the schedule change.

3 **TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



9/12/22
Date

4

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.

1 B. Overtime Rate

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

5 C. Work

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

- 7 1. All hours actually spent performing the duties of the assigned job;
- 8 2. Travel time required by the Employer during normal work hours
9 from one work site to another or travel time outside the employee's
10 normal work hours to a different work location that is greater than
11 the employee's normal home-to-work travel time;
- 12 3. Vacation leave;
- 13 4. Sick Leave;
- 14 5. Compensatory time;
- 15 6. Holidays;
- 16 7. Any other paid time not listed below.

17 D. Work does **not** include:

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

22 **7.2 Overtime-Eligibility and Compensation**

23 Employees are eligible for overtime compensation under the following
24 circumstances:

1 A. Full-time overtime-eligible employees who have prior approval and work
2 more than forty (40) hours in a workweek will be compensated at the
3 overtime rate. A part-time overtime-eligible employee will be paid at their
4 regular rate of pay for all work performed up to forty (40) hours in a
5 workweek and paid at the overtime rate for authorized work of more than
6 forty (40) hours in a workweek.

7 B. Full-time overtime-eligible shift employees who have prior approval and
8 work more than their scheduled shift will be compensated at the overtime
9 rate. A part-time overtime-eligible shift employee will be paid at their
10 regular rate of pay for all work performed up to forty (40) hours in a
11 workweek and paid at the overtime rate for authorized work of more than
12 forty (40) hours in a workweek.

13 C. Overtime-eligible law enforcement employees, not receiving assignment
14 pay for an extended work period, who have prior approval and work more
15 than one hundred and sixty (160) hours in a twenty-eight (28) day period
16 will be compensated at the overtime rate.

17 D. Overtime-eligible employees who have prior approval and work overtime
18 as specifically defined in Article 42, Compensation.

19 **7.3 Overtime Computation**

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

22 **7.4 General Provisions**

23 A. The Employer will determine whether work will be performed on regular
24 work time or overtime, the number of employees, the skills and abilities of
25 the employees required to perform the work, and the duration of the work.
26 The Employer will first attempt to meet its overtime requirements on a
27 voluntary basis with qualified employees who are currently on duty. Except
28 as provided in Section 7.8, in the event there are not enough employees

1 volunteering to work, the supervisor may require employees to work
2 overtime. ~~The employer will not require any individual employee to work~~
3 ~~involuntary overtime on more than two consecutive days.~~ The employer
4 will not require any individual employee to work ~~four (4) two (2) Four~~
5 ~~(4) four Three (34) or more hours of involuntary overtime on more than three~~
6 ~~consecutive days unless emergent conditions exist.~~

7 B. If an employee was not offered overtime for which they were qualified, the
8 employee will be offered the next available overtime opportunity for which
9 they are qualified. Under no circumstances will an employee be
10 compensated for overtime that was not worked. There will be no
11 pyramiding of overtime.

12 **7.5 Compensatory Time for Overtime-Eligible Employees**

13 A. Compensatory Time Eligibility

14 ~~The An EmployerAn employee may choose~~ The Employer may grant An
15 ~~employee may choose Employee may shall have the option to grant choose~~
16 compensatory time in lieu of cash payment for overtime ~~worked.~~ to an
17 overtime-eligible employee, upon agreement between the Employer and the
18 employee. Compensatory time must be granted at the rate of one and one-
19 half (1-1/2) hours of compensatory time for each hour of overtime worked.

20 B. Maximum Compensatory Time

21 Employees may accumulate no more than the maximum number of hours
22 of compensatory time allowed under the federal Fair Labor Standards Act.

23 C. Compensatory Time Use

24 Employees must use compensatory time prior to using vacation leave,
25 unless this would result in the loss of their vacation leave. Compensatory
26 time must be used and scheduled in the same manner as vacation leave, as
27 in Article 11, Vacation Leave.

28 D. Compensatory Time Cash Out

1. Overtime-Eligible Employees —(Excluding Center for Childhood
Deafness and 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.

1 E. Voluntary Cash Out

2 2a. Overtime Eligible Employees – Center for Childhood Deafness and
3 Hard of Hearing Youth Loss, and Washington State School for the
4 Blind and Department of Corrections.

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

9 a. Leaves state service for any reason,

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

12 c. Transfers to another state agency.

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

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

17 4b. Overtime-Eligible Employees – Department of Agriculture

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

26 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

1 Wednesday of each quarter. For shift extensions in offices with multiple
2 sites, employees having the lowest amount of overtime hours at any other
3 site(s) serviced by that grain inspection office will be offered the
4 opportunity to work the extension if they can complete their regular shift
5 and travel to the extending site by the time the extension begins. Time
6 traveled outside of scheduled shifts will not be paid time. If there still is not
7 enough staff, employees on site may be required to work. Employees with
8 less than forty (40) hours accumulated overtime in a month at the start of
9 the shift may be required to work and will complete the shift or extension.
10 Employees will finish any assignments for which they volunteer.

11 C. The Employer will not require employees to work in excess of twenty (20)
12 continuous hours of regular time and overtime.

13 D. Those employees who do not desire to work overtime will not be required
14 to do so beyond forty (40) cumulative overtime hours each month, except
15 as provided in Subsection 7.6 E, below. However, at export shipping
16 operations scheduled on a regular Monday through Friday basis, when staff
17 is required on weekends to provide inspection and weighing services for
18 grain being loaded onto export vessels, a minimum of three (3) permanent
19 employees licensed to perform key duties, (any combination of inspectors,
20 protein operators, and grain sampler-weighers), will be offered the work
21 before on-call employees are used. The minimum of three (3) permanent
22 employees does not apply to the Aberdeen facility. The Aberdeen facility
23 will be staffed with a minimum of two (2) permanent employees.

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

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

7 **7.7 Department of Transportation (DOT)**

8 A. Overtime opportunities will be offered whenever and wherever possible on
9 a straight rotational basis. Each superintendent or equivalent and employees
10 will confer and mutually determine, for normal areas of responsibility, the
11 employees on a specific rotation list(s). Employees will be placed on a
12 rotation list in order of continuous DOT service. The rotation list will be
13 kept current and posted in each facility. The Employer and employees will
14 share the responsibility for keeping the list(s) current.

15 B. Overtime will be offered first to all bargaining unit employees on the
16 rotation list, then to any qualified employee. Documented attempts to
17 contact an employee constitutes an offer. Overtime will be offered to
18 employees who are qualified to do the work, regardless of classification.
19 Overtime that extends a shift will be offered first to qualified employees on
20 that shift and preferably, to the employee(s) currently performing the work.
21 Shift extensions do not count as an overtime opportunity.

22 C. The parties recognize and agree that in cases of operational necessity, public
23 safety, and/or efficient delivery of public services, that it may be necessary
24 for the Employer to deviate from the straight rotation process.

25 D. In the event the Employer deviates from the straight rotation process, the
26 Employer will explain to affected employees the reason for the deviation.
27 The Employer will also take necessary actions to correct missed
28 opportunities by skipping in the next rotation those employees who were
29 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 at the start of each shift and posted on each facility's on-line portal or an easily accessible location. The updated inverse order list for involuntary overtime shall be posted on each facility's on-line portal. The updated inverse order list for involuntary overtime shall be posted on each facility's on-line portal. This shall constitute an involuntary overtime cycle/rotation. An employee will only be required to work an involuntary overtime once per cycle/rotation. Staff who are assigned more than one involuntary overtime per pay period shall be compensated at a rate of two and one half (2 1/2) of an employee's regular rate of pay for all involuntary overtime after the first instance of involuntary overtime per pay period. Employees who are assigned more than one involuntary overtime per pay period shall be compensated at a rate of two and one half (2 1/2) of an employee's regular rate of pay for all involuntary overtime after the first instance of involuntary overtime per pay period.~~

1 A. An employee who volunteers and works an overtime shift prior to an
2 involuntary overtime assignment will have their name removed from the
3 overtime rotation for that cycle.

4 B. An employee may be excused from an involuntary overtime assignment
5 ~~twice three four times one times per month quarter. An excuse from~~
6 ~~involuntary overtime shall cover all overtime for a 24 hour period.~~ is for the
7 following shift regardless if the involuntary overtime list has been
8 reestablished.

9 C. An employee will not be required to work an involuntary overtime after
10 working a regular shift prior to an approved vacation leave day.

11 D. Once confirmed, an employee who is required to work an involuntary
12 overtime will be notified as soon as possible.

13 ~~E. An employee who has worked two (2) consecutive days of overtime~~
14 ~~(involuntary, voluntary, or a combination of the two [2]) will not be required to~~
15 ~~work involuntary overtime. A day of overtime will be considered two (2)~~
16 ~~hours or more.~~

17
18 ~~E. An employee who has worked two (2) consecutive days of overtime~~
19 ~~(involuntary, voluntary, or a combination of the two [2]) will not be required to~~
20 ~~work involuntary overtime. A day of overtime will be considered two (2)~~
21 ~~hours or more.~~

22 E. The employer will not require any individual employee to work more than
23 two (2) consecutive days of involuntary overtime unless emergent
24 conditions exist as determined by the Appointing Authority or designee. A
25 day of overtime will be considered ~~four (4) two (2) four (4) threefour (4)~~
26 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

1 an appropriate rest period. The employee will suffer no loss of regular straight-time
2 hourly earnings for any time missed during the approved rest period that would
3 have been part of their regularly scheduled shift.

4 If a CSRT employee works beyond their regularly scheduled shift and is required
5 to testify in court during the employee's next regularly scheduled shift, the employee
6 will be required to appear in court. At the conclusion of their testimony the
7 employee will work with their supervisor to organize a rest period if the employee
8 deems it necessary.

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

11 The provisions of Article 7 – Overtime will apply.

12 **TENTATIVE AGREEMENT REACHED**

For the Employer:

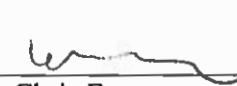


Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22

Date

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14

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.

~~C. Employees may attend professional development trainings not sponsored by the Employer with supervisor approval. Employees will be eligible for a \$500 annual reimbursement for professional development training fees with prior supervisor approval and documented receipts of the training fees.~~

8.2 Attendance at agency-required training will be considered time worked including travel in accordance with Subsection 7.1 C2.

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. 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.~~

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:

1 a. Vacant or filled by a non-permanent employee and is within
2 the employee's previously held job classification.

3 b. Vacant or filled by a non-permanent employee at or below
4 the employee's previous salary range.

5 The reversion option, if any, will be determined by the Employer
6 using the order listed above. In both Subsections 8.7 D1 (a) and (b)
7 above, the Employer will determine the position the employee may
8 revert to and the employee must have the skills and abilities required
9 for the position. If possible, the reversion option will be within a
10 reasonable commuting distance for the employee.

11 2. If an apprenticeship appointment ends by the Employer, the
12 employee may revert to a funded permanent position in the same
13 agency that is:

14 a. Vacant or filled by a non-permanent employee and is within
15 the employee's previously held permanent job classification.

16 b. Vacant or filled by a non-permanent employee at or below
17 the employee's previous salary range.

18 The option, if any, will be determined by the Employer using the
19 order listed above. In both Subsections 8.7 D2 (a) and (b) above, the
20 Employer will determine the position the employee may revert to
21 and the employee must have the skills and abilities required for the
22 position. If possible, the option will be within a reasonable
23 commuting distance for the employee.

24 3. An employee who has no reversion options or does not revert to the
25 highest classification in which they previously attained permanent
26 status may request that their name be place on the agency's internal
27 layoff list for positions in job classifications where they previously
28 attained permanent status. The separation of an employee during
29 their apprenticeship appointment will not be subject to the grievance
30 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.

1

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

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ARTICLE 9

**LICENSURE, AND CERTIFICATION AND ESSENTIAL FUNCTIONS 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. ~~The Employer will reimburse employees the cost of maintaining licensure and certifications related to the performance of the duties of their assigned positions, and to meet the qualifications in order to perform the essential functions of their~~ The Employer will reimburse employees the cost of maintaining licensure and certifications required to meet the qualifications necessary to perform the essential functions of their 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 ~~contract- (fiscal year)~~ 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 required ~~Department of Transportation medical examinations for 1 and 2 year~~ CDL 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).

~~9.6~~ Employees required to maintain a CDL License shall have the cost of required ~~Department of Transportation medical examinations reimbursed by the employer.~~

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

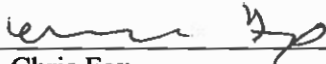
- A. Ecology will determine which positions require a TWIC.
- B. For employees required by Ecology to obtain/maintain a TWIC, the Employer will reimburse employees for the cost to obtain and renew the TWIC. If an employee separates from employment prior to the expirations date of the reimbursed TWIC, 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.

9.7 Employees who fail to maintain appropriate required agency-funded 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. Employees who lose required licensure and/or certification will be given the opportunity to transfer to an alternative position for which they qualify and will be returned to their previous position when they secure the necessary licensure and/or certification.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

2

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.

1 D. For full-time employees who do not have a Monday-through-Friday work
2 schedule:

3 1. When a holiday falls on the employee's scheduled workday, that day
4 will be considered the holiday.

5 2. When a holiday falls on the employee's scheduled day off, the
6 agency will treat the employee's workday before or after as the
7 holiday.

8 3. An employee may request an alternate day off as their holiday as
9 long as the requested day off falls within the same pay period as the
10 holiday. The Employer may approve or disapprove the request.

11 E. The holiday for night shift employees whose work schedule begins on one
12 calendar day and ends on the next will be determined by the agency. It will
13 start either at:

14 1. The beginning of the scheduled night shift that begins on the
15 calendar holiday; or

16 2. The beginning of the shift that precedes the calendar holiday.

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

21 F. Part-time employees who begin employment before and remain employed
22 after the holiday will be compensated in cash or compensatory time for the
23 holiday in an amount proportionate to the time in pay status during the
24 month to that required for full-time employment.

25 G. Full-time employees who are employed before the holiday and are in pay
26 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.

1 D. Agencies may establish qualifying policies for determining which of the
2 requests for a particular date will or will not be granted when the number of
3 requests for a personal holiday would impair operational necessity.

4 E. Part-time employees who are employed during the month in which the
5 personal holiday is taken will be compensated for the personal holiday in
6 an amount proportionate to the time in pay status during the month to that
7 required for full-time employment.

8 F. A personal holiday for full-time employees will be equivalent to their work
9 shift on the day selected for personal holiday absence.

10 G. Part or all of a personal holiday may be donated as shared leave, in
11 accordance with Article 14, Shared Leave. Any portion of a personal
12 holiday that remains or is returned to the employee, will be taken in one (1)
13 absence, not to exceed the work shift on the day of the absence, subject to
14 the request and approval as described in Subsections 10.3 B, C, and D
15 above.

16 H. Upon request, an employee will be approved to use part or all of their
17 personal holiday for:

- 18 1. The care of family members as required by the Family Care Act,
19 WAC 296-130;
- 20 2. Leave as required by the Military Family Leave Act, RCW 49.77
21 and in accordance with Article 18.14; Military Family Leave or
- 22 3. Leave as required by the Domestic Violence Leave Act,
23 RCW 49.76.

24 Any portion of a personal holiday that remains will be taken by the
25 employee in one (1) absence, not to exceed the work shift on the day of the

1 absence, subject to request and approval as described in Subsections 10.3

2 B, C, and D above.

3 **TENTATIVE AGREEMENT REACHED**

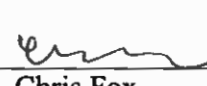
For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



9/12/22
Date

4

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

1 approved days counting as more than one (1) segment. Should any portion
2 of a segment that was originally denied due to the business needs or work
3 requirements become available, it will first be awarded by seniority to those
4 who were originally denied.

5 C. In addition to vacation leave approved in Subsection 11.5 B above,
6 employees may request vacation leave at any time on a first come, first
7 served basis. Approval of supplemental requests will take into consideration
8 the annual vacation leave schedule, which will take precedence, as well as
9 operational needs.

10 D. Employee Initiated Cancellations

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

15 **11.6 Department of Corrections Work Release Facilities – Vacation Scheduling**

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

23 B. Employees will be granted no more than four (4) segments during the
24 annual vacation scheduling process. In the event that two (2) or more
25 employees request the same vacation period and the supervisor must limit
26 the number of people who may take vacation leave at one time due to
27 business needs and work requirements, preference will be determined by

1 seniority for up to four (4) segments of vacation. A "segment" is three (3)
2 or more contiguous days of vacation leave.

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

8 D. Employee Initiated Cancellations

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

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

18 ~~11.7 Washington State Department of Agriculture Fruit and~~
19 ~~Vegetable Program Annual Vacation Scheduling Process~~

20 ~~A. The F&V Program will conduct an annual vacation scheduling~~
21 ~~process from February 1 - 28, 2022. In subsequent years the annual~~
22 ~~vacation scheduling process will occur from January 1 to 31. Prior~~
23 ~~to the annual vacation scheduling process, F&V Program~~
24 ~~Management will determine the minimum staffing needs of each~~
25 ~~work location for vacation approval purposes. During the annual~~
26 ~~vacation scheduling process, employees will be able to bid vacation~~
27 ~~dates through March 31 of the following year.~~

1
2 B. During the annual vacation scheduling process, employees may
3 submit their vacation requests to their supervisor through the FA2
4 system for the available leave dates.

5
6 C. Employees will not be granted more than two (2) segments during
7 the first phase of the annual vacation scheduling process. In the
8 event that two (2) or more employees request the same vacation
9 period and the program must limit the number of people who may
10 take vacation leave at one time due to business needs and work
11 requirements, preference will be determined by seniority. A
12 "segment" is three (3) or more contiguous days of vacation leave
13 except that the denial of one (1) or more days within a requested
14 segment shall not result in the remaining approved days counting as
15 more than one (1) segment. If a segment or portion of a segment is
16 denied, the program will continue its practice of having employees
17 choose to:

18 1. Hold the denied portion of the segment as 'wait and see';

19 2. Modify their request, or

20 3. Withdraw their request and resubmit for a different time period.

21
22 D. After the first phase of the annual vacation scheduling process has
23 been completed, the program will approve additional bid requests in
24 a second phase. In this phase, employees may request additional
25 days of vacation for periods no shorter than one (1) day. In the event
26 that two (2) or more employees request the same vacation period

1 and the program must limit the number of people who may take
2 vacation leave at one time due to business needs and work
3 requirements, preference will be determined by seniority. If a
4 request or portion of a request is denied, the program will continue
5 its practice of having employees choose to:

6 1. Hold the denied portion of the segment as 'wait and see';

7 2. Modify their request, or

8 3. Withdraw their request and resubmit for a different time period.

9
10 E. Following the annual vacation scheduling process, the Employer
11 will compile and post a vacation leave schedule. Employees on this
12 schedule will have priority and will be granted vacation leave at the
13 times specified, if possible.

14
15 F. In addition to vacation leave approved in Sections 3 and 4 above,
16 employees may request vacation leave at any time on a first come,
17 first served basis. Approval of supplemental requests will take into
18 consideration the annual vacation leave schedule, which will take
19 precedence, as well as operational needs.

20
21 G. Employee requested cancellations of any portion of an approved
22 scheduled vacation segment must be submitted in writing no later
23 than fourteen (14) calendar days in advance of their scheduled
24 vacation. The request is subject to approval by the Employer.
25

1 **11.7 Vacation Scheduling for All Employees**

- 2 A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments.
- 3 B. When considering requests for vacation leave, the Employer will take into
4 account the desires of the employee but may require that leave be taken at
5 a time convenient to the employing office or department.
- 6 C. Except as provided for in Sections 11.5 and 11.6, the Employer will respond
7 to employee vacation leave requests as soon as possible but, no later than
8 ten (10) calendar days from the date of the request. If the Employer fails to
9 respond within ten (10) calendar days, the employee may notify the local
10 Human Resources Office.
- 11 D. Vacation leave for religious observances may be granted to the extent
12 agency or program requirements permit.
- 13 E. Employees will not request or be authorized to take scheduled vacation
14 leave if they would not have sufficient vacation leave credits to cover the
15 absence at the time the leave would commence.
- 16 F. When two (2) or more employees submit a request on the same day for the
17 same vacation days off, if the Employer approves leave, it will be based on
18 seniority. The Employer will consider the required skills and abilities
19 needed to meet business needs. Previously approved leave will not be
20 cancelled in order to grant leave to a senior employee.

21 **11.8 Family Care**

22 Employees may use vacation leave for care of family members as required by the
23 Family Care Act, WAC 296-130.

24 **11.9 Military Family Leave**

25 Employees may use vacation leave for leave as required by the Military Family
26 Leave Act, RCW 49.77 and in accordance with Section 18.14, Military Family
27 Leave.

1 **11.10 Domestic Violence Leave**

2 Employees may use vacation leave for leave as required by the Domestic Violence
3 Leave Act, RCW 49.76.

4 **11.11 Vacation Cancellation – Employer Initiated**

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

11 **11.12 Vacation Leave Maximum**

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

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

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

26 **11.13 Separation**

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

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

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

7 **TENTATIVE AGREEMENT REACHED**

For the Employer:

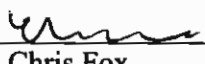



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:

  9/12/22

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8

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.

1 H. When an employee is absent from work to be with member(s) of the
2 employee's household who experience an illness or injury.

3 I. Sick leave use for bereavement is limited to five (5) days, or more, if
4 approved by the Employer. This applies to the family member list as
5 identified in Article 12.2 B and also the relative list as identified in
6 Article 17.7 F. and below.

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

10 J. Leave for Family Military Leave as required by RCW 49.77 and in
11 accordance with Section 18.14, Military Family Leave.

12 K. Leave for Domestic Violence Leave as required by RCW 49.76.

13 **12.3 Use of Compensatory Time, Exchange Time, Vacation Leave, Personal Leave**
14 **Day or Personal Holiday for Sick Leave Purposes**

15 The Employer will allow an employee to use compensatory time, exchange time,
16 personal holiday, personal leave day or vacation leave for sick leave purposes. An
17 employee may be denied the ability to use compensatory time, exchange time,
18 personal holiday, personal leave day, or vacation leave for sick leave purposes if
19 the employee has documented attendance problems. All compensatory time,
20 exchange time, personal holiday, personal leave day or vacation leave requests for
21 sick leave purposes will indicate that the compensatory time, exchange time,
22 personal holiday, personal leave day or vacation leave is being requested in lieu of
23 sick leave. For full-time employees a personal holiday or personal leave day must
24 be used in full shift increments. For part-time employees the use of a personal
25 holiday for sick leave purposes will be calculated in accordance with Section 10.3
26 E and the use of a personal leave day for sick leave purposes will be calculated in
27 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~~ promptly notify their supervisor ~~or designee in accordance with agency policy or no later than 1 hour prior to their scheduled reporting time no later than 1 hour prior to their scheduled shift~~ 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

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

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

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

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

19 **12.6 Carry Forward and Transfer**

20 Employees will be allowed to carry forward, from year to year of service, any
21 unused sick leave allowed under this provision, and will retain and carry forward
22 any unused sick leave accumulated prior to the effective date of this Agreement.

23 When an employee moves from one state agency to another, regardless of status,
24 the employee's accrued sick leave will be transferred to the new agency for the
25 employee's use.

26 **12.7 Sick Leave Annual Cash Out**

27 Each January, employees are eligible to receive cash on a one (1) hour for four (4)
28 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 and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and 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.

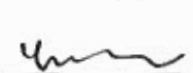
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For the Employer:


Scott Lyders, OFM
Labor Negotiator

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Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

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 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.

1 B. An employee is eligible to request participation in the shared leave program
2 when the employee is able to use accrued vacation leave, sick leave, or a
3 personal holiday.

4 C. For purposes of the state leave sharing program, the following definitions
5 apply:

6 1. “Domestic violence” means physical harm, bodily injury, assault, or
7 the infliction of fear of imminent physical harm, bodily injury, or
8 assault, between family or household members as defined in RCW
9 26.50.010; sexual assault of one family or household member by
10 another family or household member; or stalking as defined in RCW
11 9A.46.110 of one family or household member by another family or
12 household member.

13 2. “Employee” means any employee who is entitled to accrue sick
14 leave or vacation leave and for whom accurate leave records are
15 maintained.

16 3. Employee’s “family member” is defined to include:

17 a. Child, including biological, adopted, or foster child,
18 stepchild, grandchild, or any child for whom the employee
19 stands in loco parentis, is a legal guardian or is de facto
20 parent, regardless of age or dependency status;

21 b. Biological, adoptive, de facto, or foster parent, stepparent, or
22 legal guardian of an employee or the employee’s spouse or
23 registered domestic partner, or a person who stood in loco
24 parentis when the employee was a minor child.

25 c. Spouse;

26 d. Registered domestic partner as defined by RCW 26.60;

e. Grandparent; or

f. ~~Grandchild; or~~

g. 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

1 service, the coast guard, and any other category of persons
2 designated by the President of the United States in time of war or
3 national emergency.

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

7 11. "Parental leave" means leave to bond and care for a newborn child
8 after birth or to bond and care for a child after placement for
9 adoption or foster care. Parental leave must be used within sixteen
10 (16) weeks immediately after birth or placement unless the birth
11 parent suffers from a pregnancy disability. When the birth parent
12 suffers from a pregnancy disability, the period of sixteen (16) weeks
13 for parental leave begins immediately after the pregnancy disability
14 has ended provided the parental leave is used within the first year of
15 the child's life.

16 12. "Pregnancy disability" means a pregnancy-related medical
17 condition or miscarriage.

18 **14.2** An employee may be eligible to receive shared leave under the following
19 conditions:

20 A. The employee's agency head or designee determines that the employee
21 meets the criteria described in this Section.

22 B. The employee has abided by agency policies regarding the use of sick leave
23 if the employee qualifies under Subsections 14.3 (A)(1), (A)(4), or (A)(5).

24 C. The employee has abided by agency policies regarding the use of vacation
25 leave and paid military leave if the employee qualifies under Subsection
26 14.3 (A)(2).

1 D. A state of emergency has been declared anywhere within the United States
2 by the federal or any state government if the employee qualifies under
3 Subsection 14.3 (A)(3).

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

9 **14.3** An employee may donate vacation leave, sick leave, or personal holiday to another
10 employee only under the following conditions:

11 A. The receiving employee:

- 12 1. Suffers from, or has a relative or household member suffering from,
13 an illness, injury, impairment, or physical or mental condition which
14 is of an extraordinary or severe nature; or
- 15 2. Has been called to service in the uniformed services; or
- 16 3. Has the needed skills to assist in responding to an emergency or its
17 aftermath and volunteers their services to either a governmental
18 agency or to a nonprofit organization engaged in humanitarian relief
19 in the devastated area, and the governmental agency or nonprofit
20 organization accepts the employee's offer of volunteer services;
- 21 4. Is a victim of domestic violence, sexual assault, or stalking; or
- 22 5. Is taking parental leave and/or pregnancy disability leave.
- 23 6. Is a current member of the uniformed services or a veteran as
24 defined under RCW 41.04.005, and is attending medical

1 appointments or treatments for a service connected injury or
2 disability; or

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

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

12 1. Go on leave without pay status; or

13 2. Terminate state employment.

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

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

16 1. Vacation leave, sick leave, compensatory time, and personal holiday
17 and personal leave day reserves if the employee qualifies under
18 Subsection 14.3 (A)(1). The employee is not required to deplete all
19 of their accrued vacation, compensatory time and sick leave and can
20 maintain up to forty (40) hours of vacation leave, forty (40) hours of
21 compensatory time and forty (40) hours of sick leave;

22 2. Vacation leave and paid military leave allowed under
23 RCW 38.40.060—personal holiday, personal leave day, and
24 compensatory time if the employee qualifies under Subsection 14.3
25 (A)(2). The employee is not required to deplete all of their accrued
26 vacation leave and paid military leave allowed under RCW

38.40.060 and can maintain up to forty (40) hours of vacation leave,
~~forty (40) hours of compensatory time~~ and forty (40) hours of
military leave or;

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 ~~and forty (40) hours of compensatory time~~; 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, ~~forty (40) hours of compensatory time~~ and forty (40) hours of
sick leave; or

5. ~~Vacation leave, sick leave, personal holiday, personal leave day 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, ~~forty (40) hours of compensatory time~~ 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.

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

3 H. The donating employee may donate any specified amount of sick leave,
4 provided the donation does not cause the employee's sick leave balance to
5 fall below one hundred seventy-six (176) hours after the transfer. For
6 purposes of sick leave donation, a day equals the donor's monthly sick leave
7 accrual.

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

11 **14.4** The agency head or designee will determine the amount of donated leave an
12 employee may receive and may only authorize an employee to use up to a
13 maximum of five hundred twenty-two (522) days of shared leave during total state
14 employment. The Employer may authorize leave in excess of five hundred twenty-
15 two (522) days in extraordinary circumstances for an employee qualifying for the
16 program because they are suffering from an illness, injury, impairment or physical
17 or mental condition which is of an extraordinary or severe nature. A non-permanent
18 or on-call employee who is eligible to use accrued leave or personal holiday may
19 not use shared leave beyond the termination date specified in the non-permanent or
20 on-call employee's appointment letter.

21 **14.5** A. The agency head or designee will require the employee to submit, prior to
22 approval or disapproval:

23 1. A medical certificate from a licensed physician or health care
24 practitioner verifying the severe or extraordinary nature and
25 expected duration of the condition when the employee is qualified
26 under Subsection 14.3 (A)(1);

1 2. A copy of the military orders verifying the employee's required
2 absence when the employee is qualified for shared leave under
3 Subsection 14.3 (A)(2);

4 3. Proof of acceptance of an employee's offer to volunteer for either a
5 governmental agency or nonprofit organization during a declared
6 state of emergency when the employee is qualified for shared leave
7 under Subsection 14.3 (A)(3);

8 4. Verification of the employee's status as a victim of domestic
9 violence, sexual assault or stalking when the employee is qualified
10 for shared leave under Subsection 14.3 (A)(4); or

11 5. Verification of child birth or placement of adoption or foster care,
12 or a medical certificate from a licensed physician or health care
13 provider verifying the pregnancy disability when the employee is
14 qualified under Subsection 14.3 (A)(5).

15 B. To the extent allowed by law, the agency will maintain the confidentiality
16 of the verifying information unless disclosure is authorized in writing by the
17 employee.

18 C. The agency head or designee will respond in writing to shared leave
19 requests within ten (10) working days of receipt of a properly submitted
20 request.

21 D. Once approved, and with authorization from the requesting employee,
22 agencies will post and/or distribute shared leave requests. If an employee's
23 shared leave needs are unmet, and upon request from the requesting
24 employee, shared leave requests will be distributed at least monthly.

25 **14.6** Any donated leave may only be used by the recipient for the purposes specified in
26 this Article.

1 **14.7** The receiving employee will be paid their regular rate of pay; therefore, one (1)
2 hour of shared leave may cover more or less than one (1) hour of the recipient's
3 salary. The calculation of the recipient's leave value will be in accordance with
4 Office of Financial Management policies, regulations, and procedures. The dollar
5 value of the leave is converted from the donor to the recipient. The leave received
6 will be coded as shared leave and be maintained separately from all other leave
7 balances.

8 **14.8** A. An employee receiving industrial insurance replacement benefits may not
9 receive greater than twenty-five percent (25%) of their base salary from the receipt
10 of shared leave.

11 B. Shared leave may be used intermittently or on nonconsecutive days so long
12 as the leave has not been returned under Section 14.9 of this Article.

13 **14.9** A. Any shared leave no longer needed or will not be needed at a future time in
14 connection with the original injury or illness or for any other qualifying condition
15 by the recipient, as determined by the agency head or designee will be returned to
16 the donor(s).

17 B. Unused leave approved for an employee that suffers from an illness, injury,
18 impairment, or physical or mental condition which is of an extraordinary or
19 severe in nature may not be returned until the conditions in RCW
20 41.04.665(10)(a)(i) or (ii) are met one of the following occurs:

21 ~~1. The agency heads or designees receives a statement from the employee's~~
22 ~~doctor verifying the injury or illness is resolved, or~~

23 ~~2. The employee is released to full time employment, has not received~~
24 ~~additional medical treatment for their current condition or any other~~
25 ~~qualifying condition for at least six (6) months, and the employee's~~
26 ~~doctor has declined, in writing, the employee's request for a~~
27 ~~statement indicating the employee's condition has been resolved.~~

1 C. The shared leave remaining will be divided among the donors on a prorated
2 basis based on the original donated value and returned at its original donor
3 value and reinstated to each donor's appropriate leave balance. The return
4 will be prorated back based on the donor's original donation. The Employer
5 will return the leave to the original donor in a timely manner and provide
6 that employee an opportunity to use the returned leave in accordance with
7 the leave provisions contained in this collective bargaining agreement.. An
8 employee, whose donated leave is returned from shared leave, shall have at
9 least 90 days to utilize the returned leave before it expires, for any reason.
10 If an employee's request to utilize their returned shared leave is denied by
11 the Appointing Authority or designee, the Employer shall grant an
12 extension for each month that the Employer defers the employee's request
13 for leave.

14 **14.10** If an employee later has a need to use shared leave due to the same condition listed
15 in their previously approved request, the agency head or designee must approve a
16 new shared leave request for the employee.

17 **14.11** All donated leave must be given voluntarily. No employee will be coerced,
18 threatened, intimidated, or financially induced into donating leave for purposes of
19 this program.

20 **14.12** The agency will maintain records that contain sufficient information to provide for
21 legislative review.

22 **14.13** An employee who uses leave that is transferred under this Article will not be
23 required to repay the value of the leave that they used.

For the Employer:



Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22

Date

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~~ 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.~~

1 4. FML for a qualifying exigency when the employee's spouse, child
2 of any age or parent is on active duty or called to active duty status
3 of the Armed Forces, Reserves or National Guard for deployment to
4 a foreign country. Qualifying exigencies include attending certain
5 military events, arranging for alternate childcare, addressing certain
6 financial and legal arrangements, attending certain counseling
7 sessions, and attending post-deployment reintegration briefings.

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

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

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

22 B. Entitlement to FML for the care of a newborn child or newly adopted or
23 foster child ends twelve (12) months from the date of birth or the placement
24 of the foster or adopted child.

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

1 D. The FML entitlement period will be a rolling twelve (12) month period
2 measured forward from the date an employee begins FML. Each time an
3 employee takes FML during the twelve (12) month period, the leave will be
4 subtracted from the twelve (12) workweeks of available leave.

5 E. The Employer will continue the employee's existing Employer-paid health
6 insurance, life insurance and disability insurance benefits during the period
7 of leave covered by FML. The employee will be required to pay their share
8 of health insurance, life insurance and disability insurance premiums.

9 F. The Employer has the authority to designate absences that meet the criteria
10 of the FML. The use of any paid or unpaid leave (excluding leave for a
11 work-related illness or injury covered by workers' compensation or assault
12 benefits and compensatory time) for a FML qualifying event will run
13 concurrently with, not in addition to, the use of the FML for that event. An
14 employee, who meets the eligibility requirements listed in Section 15.1,
15 may request FML run concurrently with absences due to work-related
16 illness or injury covered by workers' compensation, at any time during the
17 absence. Any employee using paid leave for a FML qualifying event must
18 follow the notice and certification requirements relating to FML usage in
19 addition to any notice and certification requirements relating to paid leave.

20 G. The Employer may require certification from the employee's, family
21 members, or the covered service member's health care provider for the
22 purpose of qualifying for FML.

23 H. The Employer will use forms designated by the United States Department
24 of Labor in the administration of the FMLA.

25 I. Personal medical leave or serious health condition leave or serious injury or
26 illness leave covered by FML may be taken intermittently when certified as
27 medically necessary. Employees must make reasonable efforts to schedule
28 leave for planned medical treatment so as not to unduly disrupt the

1 Employer's operations. Leave due to qualifying exigencies may also be
2 taken on an intermittent basis.

3 J. Upon returning to work after the employee's own FML qualifying illness,
4 the employee will be required to provide a fitness for duty certificate from
5 a health care provider.

6 K. The employee will provide the Employer with not less than thirty (30) days'
7 notice before FML is to begin. If the need for the leave is unforeseeable
8 thirty (30) days in advance, then the employee will provide such notice as
9 is reasonable and practicable.

10 **15.2 Parental Leave**

11 A. Parental leave will be granted to the employee for the purpose of bonding
12 with their newborn, adoptive or foster child. Parental leave may extend up
13 to six (6) months, including time covered by FML, during the first year after
14 the child's birth or placement. Leave beyond the period covered by FML
15 may only be denied by the Employer due to operational necessity. Such
16 denial may be grieved beginning at the agency director step of the grievance
17 procedure in Article 29, Grievance Procedure.

18 B. Parental leave may be a combination of the employee's accrued vacation
19 leave, sick leave, personal holiday, compensatory time, exchange time, or
20 leave without pay. Sick leave may only be used for the same time period
21 the employee is approved and using FML leave for baby bonding purposes.

22 **15.3 Pregnancy Disability Leave**

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

25 B. Pregnancy disability leave will be granted for the period of time that an
26 employee is sick or temporarily disabled because of pregnancy and/or
27 childbirth. An employee must submit a written request for disability leave

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

8 **15.4 Washington Paid Family and Medical Leave Program**

9 A. The parties recognize that the Washington State Paid Family and Medical
10 Leave (PFML) program (RCW 50A. 04) is in effect and eligibility for and
11 approval for leave for purposes as described under that Program shall be in
12 accordance RCW 50A. 04.

13 B. The employee will provide the Employer with not less than thirty (30) days'
14 notice before PFML is to begin. If the need for the leave is unforeseeable
15 thirty (30) days in advance, then the employee will provide such notice as
16 is reasonable and practicable.


17 C. The employee may use sick leave, personal holiday compensatory time,
18 vacation leave, or personal leave day or bereavement leave as a
19 supplemental benefit while receiving a partial wage replacement for paid
20 family and/or medical leave under the Washington State Paid Family and
21 Medical Leave Insurance Program, Title 50A RCW. The employer may
22 require verification that the employee has been approved to receive
23 benefits for paid family and/or medical leave under Title 50A RCW before
24 approving leave as a supplemental benefit.

25 Under RCW 50A, employer provided healthcare benefits must be
26 maintained during a PFML leave, so interspersing time off is not required
27 provided the employee qualifies for a reason under the federal FMLA.
28 Under RCW 50A.15.060(2), the Employer will offer supplemental benefits

1 in the form of bereavement time off when the employee is qualified for
2 PFML family leave per RCW 50A.05.010 10(d), sick time off, vacation
3 time off, personal holiday, holiday credit, holiday taken, or compensatory
4 time off.


5 **TENTATIVE AGREEMENT REACHED**

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/09/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/9/22
Date

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 drivingdistance 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 inaccessible 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 weatherdue 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.

1 C. Any accrued sick leave, up to a maximum of three (3) days in any calendar
2 year.

3 D. Leave without pay.

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

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

15 **16.3** If the Director or Secretary or designee of an agency determines a state office or
16 work location is non-operational after the work shift has begun, employees will be
17 released for the balance of the day without loss of pay. An employee who was
18 unable to report to work due to ~~because of severe inclement weather~~, conditions
19 caused by severe inclement weather or a natural disaster and is on leave in
20 accordance with Section 16.2 of this Article, will be compensated for the balance
21 of their work shift remaining after the determination that the state office or work
22 location is non-operational and will not be charged leave for that time. An employee
23 who is on approved leave for reasons other than ~~severe inclement weather~~,
24 conditions caused by severe inclement weather or a natural disaster will not have
25 their leave restored.

1

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22

Date

2

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. ~~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.~~ 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

~~1) This sub-section 1 applies to state executive and small cabinet agencies. Statewide elected offices may choose to implement a vaccine requirement. If so, these agencies will provide notice to the union and satisfy their bargaining obligation.~~

~~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 be up to date with COVID-19 vaccination or be approved for a medical or religious exemption and accommodation as a condition of employment. Vaccination includes a primary series, additional doses, and boosters that are recommended by the U.S. Centers for Disease Control and Prevention. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation. Employees who provide proof of up-to-date COVID-19 vaccination, to include boosters, will receive a one-time lump sum payment pursuant to Article 42, Section 42.38 – Lump Sum. 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.~~

~~i) If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer’s time and expense.~~

~~ii) If the employee’s accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave if they are required to isolate or quarantine and the Employer is unable to accommodate an alternative work assignment.~~

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

1 offenders, patients and/or clients, which employees will wear and/or use. The
2 Employer will provide employees with orientation and/or training to perform their
3 jobs safely. If necessary, training will be provided to employees on the safe
4 operation of the equipment prior to use.

5 **20.3** Each agency will form joint safety committees in accordance with WISHA
6 requirements at each permanent work location where there are eleven (11) or more
7 employees.

8 **20.4** Safety committees will consist of employees selected by the Union and Employer-
9 selected members. The number of employees selected by the Union must equal or
10 exceed the number of Employer-selected members. The number of union-
11 designated employee representatives on the committee(s) will be proportionate to
12 the number of employees represented by the Union at the permanent work location.
13 Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee
14 recommendations will be forwarded to the appropriate Appointing Authority for
15 review and action, as necessary. The Appointing Authority or designee will report
16 follow-up action/information to the Safety Committee.

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

25 **20.5** The Employer will follow its practices regarding blood-borne pathogens.

1 **20.6** When an employee(s) worksite is impacted by a critical incident the Employer will
2 provide the employee(s) with an opportunity to receive a critical incident debriefing
3 from the Employee Assistance Program or other sources available to the agency.

4 **20.7** If the Employer determines employees have been exposed to a serious
5 communicable disease in the course of their official duties, the employee may be
6 granted paid administrative leave to seek testing and treatment.

7 **20.8 Ergonomic Assessments**

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

11 **20.9 Air Quality Assessments**

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

14 **20.10 Department of Corrections**

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

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

19 C. The Employer will offer training to enhance staff's proficiency at detecting
20 potential risk and dangerous situations. The Employer will also offer
21 training on active threats and techniques of de-escalation.

22 D. The parties agree to maintain and utilize the Community Corrections
23 Division Security Advisory Committee to evaluate and propose solutions to
24 improve the operational safety of staff performing the work of community
25 corrections.

1 E. The parties commit to work together within the term of this agreement to
2 find a shared solution to the real-time monitoring concern.

3 F. Employees without arrest authority will be provided an opportunity to be
4 trained in self-defense on an annual basis.

5 **TENTATIVE AGREEMENT REACHED**

For the Employer:

For the Union:



09/21/2022

Christopher Fox

9/21/22

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

6

7

8

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~~ will 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-twelve eight hundred dollars (\$81,200.00) per fiscal year.~~an annual tool~~

~~allowance up to \$1,200. The cost of tools will be Reimbursement shall be & subject to
with prior supervisor approval and once the employee provides 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 ~~\$225350.00 TwoThreetwo hundred and twenty-five twenty-five dollars \$225300225.00)~~ per pairper pair to be used for the purchase or repair of safety footwear in accordance with agency policyagency policyagency policy; ANSI/OSHA standards and shall include, but not be limited to laces, toe-guards, insoles, and waterproofing.

1

2 • Ecology

3 • Department of Agriculture

4 • Department of Children, Youth, and Families (Maintenance Operations Division)

5 • Department of Enterprise Services

6 • Department of Fish and Wildlife

7 • Department of Social and Health Services – Maintenance Operations Division

8 • Department of Social and Health Services – Eastern State Hospital

9 • Department of Social and Health Services – Western State Hospital

10 • Labor and Industries

11 • Secretary of State

12 • Utilities and Transportation Commission

13 • Department of Veteran Affairs (classes listed in Appendix XXXDVA)

14 ~~— Department of Parks~~

15 ~~— Department of Veteran Affairs~~

16 ~~— Department of Parks~~

17

18 B. Those employees in the following agencies will receive a biennial allowance of
19 \$225 ~~300.00~~ per pair to be used for the purchase or repair of safety footwear in accordance
20 with ANSI/OSHA standards and shall include, but not be limited to laces, toe-guards,
21 insoles, and waterproofing.

22 • Department of Transportation

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

6

TENTATIVE AGREEMENT REACHED

For the Employer:

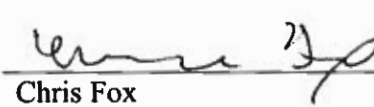


Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22

Date

7

8

ARTICLE 22

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

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

1 controlled substance use may be adversely affecting the employee's
2 job performance or that the employee may present a danger to the
3 physical safety of the employee or another.

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

7 a. Physical symptoms consistent with controlled substance,
8 ~~marijuana~~cannabis and/or alcohol use;

9 b. Evidence or observation of controlled substance,
10 ~~marijuana~~cannabis or alcohol use, possession, sale, or
11 delivery; or

12 c. The occurrence of an accident(s) where a trained manager,
13 supervisor or lead worker suspects controlled substance,
14 ~~marijuana~~cannabis and/or alcohol use may have been a
15 factor.

16 3. Referral

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

23 4. Testing

24 When reasonable suspicion exists, employees must submit to
25 alcohol, ~~marijuana~~cannabis and/or controlled substance testing
26 when required by the Employer. A refusal to test is considered the
27 same as a positive test. When an employee is referred for testing,

1 they will be removed immediately from duty and transportation
2 to the collection site will be provided. The cost of reasonable
3 suspicion testing, including the employee's salary will be paid by
4 the Employer.

5 F. Drug and Alcohol Testing – General

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

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

23 G. Training

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

- 26 1. The elements of the Employer's Drug and Alcohol Free Workplace
27 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, MarijuanaCannabis 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

1 Omnibus Transportation Employee Testing Act of 1991. The testing
2 shall be conducted in accordance with agency policy, and subject to
3 the provisions of this Article.

- 4 2. In addition, employees who perform other safety-sensitive functions
5 are subject to pre-employment, post-accident, post-firearm shooting
6 incidents, and reasonable suspicion testing, conducted according to
7 agency policy. A blood test will be administered for post-shooting
8 testing.

9 For purposes of this Article, employees who perform other safety-
10 sensitive functions are those employees eligible to be issued
11 firearms (Community Corrections Officers, Community
12 Corrections Specialists and Corrections Officers) and those licensed
13 health care professionals who administer or dispense medications as
14 a part of their job duties.

- 15 3. Post-accident drug and alcohol testing may be conducted when a
16 work-related incident has occurred involving death, serious bodily
17 injury or significant property/environmental damage, or the
18 potential for death, serious injury, or significant
19 property/environmental damage, and when the employee's action(s)
20 or inaction(s) either contributed to the incident or cannot be
21 completely discounted as a contributing factor.

22 E. Reasonable Suspicion Testing – All Employees

23 1. Standards

24 Reasonable suspicion testing for alcohol, ~~marijuana~~cannabis or
25 controlled substances may be directed by the Employer for any
26 employee when there is reason to suspect that alcohol,
27 ~~marijuana~~cannabis or controlled substance usage may be adversely

1 affecting the employee's job performance or that the employee may
2 present a danger to the physical safety of the employee or another.

3 2. Specific Objective Grounds

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

- 7 a. Physical symptoms consistent with alcohol,
8 marijuanacannabis, or controlled substance use;
- 9 b. Evidence or observation of alcohol, marijuanacannabis, or
10 controlled substance use, possession, sale, or delivery; or
- 11 c. The occurrence of an accident(s) where a trained manager,
12 or supervisor suspects alcohol, marijuanacannabis, or
13 controlled substance use may have been a factor.

14 3. Referral

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

20 4. Testing

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

1 5. Testing Procedures

2 Testing will be conducted by an outside certified agency in such a
3 way to ensure maximum accuracy and reliability by using the
4 techniques, chain of custody procedures, equipment and laboratory
5 facilities, which have been approved by the U.S. Department of
6 Health and Human Services. All employees notified of a positive
7 controlled substance, ~~marijuana~~cannabis, and/or alcohol test result
8 may request an independent test of their split sample at the
9 employee's expense. If the test result is negative, the Employer will
10 reimburse the employee for the cost of the split sample test.

11 6. Positive Test Result

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

17 F. Training

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

- 20 1. The elements of the Employer's Drug and Alcohol Free Workplace
21 Program;
- 22 2. The effects of drugs and alcohol in the workplace;
- 23 3. Behavioral symptoms of being affected by controlled substances,
24 ~~marijuana~~cannabis, and/or alcohol; and
- 25 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 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.

1

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

SP 9/21/22
Date

2

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** For assigned work travel, employees will not be required to pay the cost of lodging and the employer will directly pay for lodging, including for travel assignments which arise on short notice. Employees will be provided an opportunity to request a travel advance in accordance with agency policy if assigned to travel for work purposes.~~

TENTATIVE AGREEMENT REACHED


For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

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 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 every thirty (30) days thereafter, the Employer will provide an 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. If the written explanation is not provided within 30 days of its proper request, the Union will have the right to request a change in the investigator. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with ~~a~~ a notification within 5 days 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~~ 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 ~~reasonably~~ available, the

1 employee will select another representative who is available. Employees
2 seeking representation are responsible for contacting their representative.

3 B. Department of Social and Health Services

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

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

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

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

27 F. In accordance with Subsection 31.6 A, adverse material or information
28 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. When an employee has been investigated and exonerated by an independent agency the employee shall be returned to their original position as soon as reasonably possible, but not to exceed five (5) working days.

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,

1 however, may be processed only through the agency head step of the grievance
2 procedure.

3 **27.10 Department of Corrections**

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

8 **TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22

Date

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 ~~and a list of the material to be released at~~ least seven (7) calendar days in advance of the intended release date. The Employer will redact ~~the employee's social security number~~ the employee's social security number all legally protected personal employee information in accordance with state and federal law 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.

TENTATIVE AGREEMENT REACHED

For the Employer:

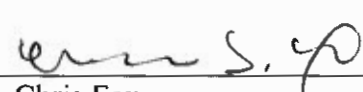


Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22

Date

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

1 day falls on a Saturday, Sunday or holiday, the last day will be the next day
2 which is not a Saturday, Sunday or holiday. Transmittal of grievances,
3 appeals and responses will be in writing, and timelines will apply to the date
4 of receipt, not the date of postmarking.

5 D. Failure to Meet Timelines

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

10 E. Contents

11 The written grievance must include the following information:

- 12 1. A statement of the pertinent facts surrounding the nature of the
13 grievance;
- 14 2. The date upon which the incident occurred;
- 15 3. The specific Article and section of the Agreement violated;
- 16 4. The steps taken to informally resolve the grievance and the
17 individuals involved in the attempted resolution;
- 18 5. The specific remedy requested;
- 19 6. The name of the grievant; and
- 20 7. The name and signature of the Union representative.

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

1 F. Modifications

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

4 G. Resolution

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

8 H. Withdrawal

9 A grievance may be withdrawn at any time.

10 I. Resubmission

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

12 J. Pay

13 Release time will be provided to grievants and Union stewards in
14 accordance with Article 36, Employee Rights and Article 39, Union
15 Activities.

16 K. Group Grievances

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

20 L. Consolidation

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

23 M. Bypass

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

26 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 grievances, disability separation grievances or grievances related to layoff must

1 be filed within twenty-eight (28) days of the effective date of the
2 discipline, non-disciplinary separation, disability separation or
3 layoff. This twenty-eight (28) day period will be used to attempt to
4 informally resolve the dispute.

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

8 B. Processing

9 **Step 1 – is no longer used**

10 **Step 2 –Appointing Authority or Designee:**

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

18 **Step 3 – Agency Head or Designee:**

19 Except for the Department of Social and Health Services (DSHS), the
20 Department of Children, Youth, and Families, Department of
21 Transportation (DOT), Office of the Attorney General (AGO) and
22 Department of Corrections (DOC), if the grievance is not resolved at Step
23 2, the Union may move it to Step 3 by filing it with the agency head, with a
24 copy to the Human Resources Office, within fifteen (15) days of the Union's
25 receipt of the Step 2 decision. For the DSHS, DCYF, DOT, AGO and DOC,
26 if the grievance is not resolved at Step 2 the Union may move it to Step 3
27 by filing it with the agency's Labor Relations Office in Olympia, with a
28 copy to the Human Resources Office, within fifteen (15) days of the Union's
29 receipt of the Step 2 decision. The agency head or designee will meet or

1 confer by telephone with a union steward and/or staff representative and the
2 grievant within fifteen (15) days of receipt of the appeal, and will respond
3 in writing to the Union within fifteen (15) days after the meeting.

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

6 **Step 4 – Mediation or Pre-Arbitration Review Meetings:**

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

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

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

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

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

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

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

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

19 **Step 5 – Arbitration:**

20 If the grievance is not resolved at Step 4, or the LRS notifies the Union in
21 writing that no pre-arbitration review meeting will be scheduled, the Union
22 may file a request for arbitration. The demand to arbitrate the dispute must
23 be filed with the American Arbitration Association (AAA) within thirty (30)
24 days of the mediation session, pre-arbitration review meeting or receipt of
25 the notice no pre-arbitration review meeting will be scheduled. For
26 grievances challenging a disciplinary action taken against Corrections and
27 Custody Officers, Community Corrections Officers or Corrections
28 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.

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.

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

3 E. Arbitration Costs

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

24 **29.4 Successor Clause**

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

1

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22

Date

2

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

1 exercise their rights under Article 34, Layoff and Recall. The notice will
2 contain the employee's rights below.

- 3 1. Upon request, the Human Resource office will discuss possible
4 layoff scenarios and process with the employee.

5 **36.4 Use of Volunteers and Student Workers**

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

10 **36.5 Right to Representation**

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

18 **36.6 Attendance at Meetings**

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

- 21 1. Investigatory interviews and pre-disciplinary meetings, in
22 accordance with Article 27, Discipline, and
23 2. Informal grievance resolution meetings, grievance meetings,
24 mediation sessions, alternative dispute resolution meetings and
25 arbitration hearings scheduled in accordance with Article 29,
26 Grievance Procedure. When an employee is subpoenaed as a witness
27 on behalf of the Union in an arbitration case, the employee may

1 appear without loss of pay if they appear during their work time,
2 providing the testimony given is related to their job function or
3 involves matters they have witnessed and is relevant to the
4 arbitration case.

5 B. An employee will be allowed reasonable time, as determined by the
6 Employer, to travel to and from management scheduled investigatory
7 interviews, pre-disciplinary meetings, informal grievance resolution
8 meetings, grievance meetings, mediation sessions, and alternative dispute
9 resolution meetings conducted during their normal work hours. Time spent
10 traveling during the employee's non-work hours in order to attend the
11 meetings will not be considered work time. An employee may be authorized
12 by their supervisor to adjust their work schedule, take leave without pay,
13 compensatory time, exchange time or vacation leave to prepare for and
14 travel to and from an arbitration hearing, and/or union management
15 communication committee meetings. ~~and/or union management~~
16 ~~communication committee meeting.~~

17 C. An employee must notify their supervisor prior to being released from duty
18 in accordance with this Article to attend a meeting, hearing or mediation
19 session. Notification must include the approximate amount of time the
20 employee expects the meeting or hearing to take. As determined by the
21 supervisor, any agency business requiring the employee's immediate
22 attention must be completed prior to attending the meeting or hearing. An
23 employee cannot use a state vehicle to travel to and from a work site in order
24 to attend a meeting unless authorized by the agency.

25 **36.7 Workload (Department of Corrections Only)**

26 The Employer may adjust the caseload and/or work assignments of Community
27 Corrections Officers and Community Corrections Specialists, if needed, when
28 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.

TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

ARTICLE 37

UNION-MANAGEMENT COMMUNICATION COMMITTEES

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

1 representatives will be granted reasonable time during their normal
2 working hours, as determined by the Employer, to travel to and from
3 agency-wide communication committee meetings. Additional paid
4 staff of the Union and the Employer may also attend. The Employer
5 and Union will be responsible for the selection of their own
6 representatives. If agreed to by the parties, additional representatives
7 may be added. Committee meetings will be conducted up to two (2)
8 times per year, unless agreed otherwise. At the Department of
9 Corrections, committee meetings will be conducted at least four (4)
10 times per year, unless agreed otherwise. In addition, DOC will
11 conduct at least two (2) committee meetings with the Work Release
12 Program at locations mutually agreeable between the parties.

- 13 2. Administration/Division level committees within the Department of
14 Social and Health Services will be established within Community
15 Services, Child Support, Disability Determination Services,
16 Vocational Rehabilitation, Developmental Disabilities
17 Administration, and the Behavioral Health Administration, and will
18 consist of up to six (6) Employer representatives and up to six (6)
19 employee representatives. ~~At t~~The Department of Children, Youth,
20 and Families, ~~will have a division-wide level committees will be~~
21 established within the Office of the Chief of Staff, Juvenile
22 Rehabilitation, Child Welfare Field Operations, Prevention and
23 Client Services, Licensing, and Early Learning. ~~for the Operations~~
24 ~~and Infrastructure and Children and Families divisions that and~~ will
25 consist of up to six (6) Employer representatives and up to six (6)
26 employee representatives. Additional paid staff of the Union and the
27 Employer may also attend. The Employer and Union will be
28 responsible for the selection of their own representatives. If agreed
29 to by the parties, additional representatives may be added.

1 Committee meetings will be conducted up to two (2) times per year,
2 unless agreed otherwise.

3 3. Regional and headquarters level committees within the Department
4 of Ecology will consist of up to five (5) Employer representatives
5 and up to five (5) employee representatives. Additional paid staff of
6 the Union and the Employer may also attend. The Employer and
7 Union will be responsible for the selection of their own
8 representatives. If agreed to by the parties, additional representatives
9 may be added. Committee meetings will be conducted up to two (2)
10 times per year, unless agreed otherwise, except for the Northwest
11 Region who will conduct meetings up to four (4) times per year.

12 4. Local level committees will consist of up to five (5) Employer
13 representatives and up to five (5) employee representatives, except
14 for specific local level committees within the Department of Social
15 and Health Services as outlined in Subsection 37.2 (B)(5).
16 Additional paid staff of the Union and the Employer may also
17 attend. The Employer and Union will be responsible for the
18 selection of their own representatives. If agreed to by the parties,
19 additional representatives may be added. Committee meetings will
20 be conducted up to four (4) times per year, unless agreed otherwise.

21 5. In the Department of Social and Health Services, local level
22 committees in the Division of Developmental Disabilities regional
23 offices, Community Services Division and Home and Community
24 Services Division will consist of up to ten (10) Employer
25 representatives and up to ten (10) employee representatives.
26 Additional paid staff of the Union and the Employer may also
27 attend. The Employer and Union will be responsible for the
28 selection of their own representatives. If agreed to by the parties,

1 additional representatives may be added. Committee meetings will
2 be conducted up to four (4) times per year, unless agreed otherwise.

3 **37.3 Participation and Process**

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

14 B. Employees attending committee meetings during their work time will have
15 no loss in pay. Attendance at pre-meetings, meetings and travel to and from
16 agency-wide communication committee meetings during employees' non-
17 work time will not be compensated for or considered as time worked. The
18 Union is responsible for paying any travel or per diem expenses of
19 employee representatives. Employee representatives may not use state
20 vehicles to travel to and from a union management communication
21 committee meeting, unless authorized by the agency for business reasons.

22 C. All committee meetings will be scheduled on mutually acceptable dates and
23 times.

24 D. Each party will provide the other with any topics for discussion seven (7)
25 calendar days prior to the meeting. Suggested topics may include, but are
26 not limited to, administration of the Agreement, changes to law, legislative
27 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.

TENTATIVE AGREEMENT REACHED

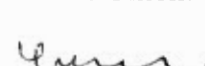
For the Employer:




Scott Lyders, OFM
Labor Negotiator

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

 8/15/22

Date

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 to mandatorynotice@wfse.org, 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~~ 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 Union ~~twenty-one (21) calendar day period~~ twenty-one (21) calendar day period may be used to 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 ~~must~~ may will include a list of at least five (5) dates the Union team is available.:

1. A statement clearly identifying impacts the Union has determined will need to be considered and/or addressed by the Agency; A statement identifying impacts that the union has identified for discussion.

~~21. An initial list of questions the Union has regarding the notice;~~

~~32. Any additional or preliminary list of information the Union requires to engage in bargaining; and~~

~~3. 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~~
~~(twenty-one ten (21-1021))~~ 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 ~~location and time~~ for the discussions and/or negotiations ~~by virtual platform~~. 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. ~~In the event a 30-day period provided for under this section has passed and parties have not agreed to an extension, the Agency may proceed with implementation and satisfy its bargaining obligation by bargaining the impacts after implementation. In the event a thirty (30) day period provided for above has passed and the parties have not agreed to an extension, the Agency may proceed with implementation and satisfy its bargaining obligation by bargaining the impacts after implementation.~~

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TENTATIVE AGREEMENT REACHED


For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

2

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 agency or in the same office, facility or geographic jurisdiction as the steward and is in a bargaining unit represented by WFSE represented by WFSE covered by this agreement. The Employer will not recognize an employee as a union steward if their name does not appear on the list.

1
2 B. Union stewards will be granted reasonable time during their normal
3 working hours, as determined by the Employer, to prepare for and attend
4 meetings scheduled by Management within the steward's office, facility or
5 geographic jurisdiction in bargaining units represented by WFSE for the
6 following representational activities:

- 7 1. Investigatory interviews and pre-disciplinary meetings, in
8 accordance with Article 27, Discipline;
- 9 2. Union Management Communication Committees and other
10 committee meetings if such committees have been established by
11 this Agreement; and/or
- 12
- 13 3. Informal grievance resolution meetings, grievance meetings,
14 alternative dispute resolution sessions, mediation sessions and
15 arbitration hearings held during their work time.
- 16 4. Group New Employee Orientations and meetings in accordance
17 with Section 39.11.

18
19 In addition, Union stewards will be provided a reasonable amount of time
20 during their normal working hours, as determined by the Employer, to
21 investigate and process grievances through the agency head level within the
22 steward's office, facility or geographic jurisdiction in bargaining units
23 represented by the WFSE.

24

1 C. Union stewards will be allowed reasonable time, as determined by the
2 Employer, to travel to and from management scheduled investigatory
3 interviews, pre-disciplinary meetings, informal grievance resolution
4 meetings, grievance meetings, mediation sessions, and alternative dispute
5 resolution meetings conducted during their normal work hours. Time spent
6 traveling during the employee's non-work hours in order to attend the
7 meetings will not be considered time worked. A steward may be authorized
8 by their supervisor to adjust their work schedule, take leave without pay,
9 compensatory time, exchange time or vacation leave to travel to and from
10 an arbitration hearing and/or union management communication committee
11 meeting.

12
13 D. In both Subsections 39.2 B and C above, the union steward must obtain
14 prior approval from their supervisor to prepare for and/or attend any
15 meeting during their work hours. All requests must include the approximate
16 amount of time the steward expects the activity to take. Any agency
17 business requiring the steward's immediate attention will be completed
18 prior to attending the meeting. ~~When designated stewards are granted paid~~
19 ~~release time they shall experience no loss in pay, however such time shall~~
20 ~~not be construed as work time and overtime will not be paid when meetings~~
21 ~~extend beyond the employee's regular work hours.~~ With prior notification
22 to the Employer, off- duty stewards will have access to the worksite to
23 perform representational duties as long as the worksite is open and/or
24 operational and there are no other reasons to preclude such access. Time
25 spent preparing for and attending meetings during the union steward's non-
26 work hours will not be considered as time worked. Union stewards may not
27 use state vehicles to travel to and from a work site in order to perform
28 representational activities, unless authorized by the agency.

- 1 E. If the amount of time a union steward spends performing representational
2 activities is unduly affecting their ability to accomplish assigned duties, the
3 Employer will not continue to release the employee and the Union will be
4 notified.

5
6 **39.3 Use of State Facilities, Resources and Equipment**

7 A. Meeting Space and Facilities

8 The Employer's ~~equipment, equipment,~~ offices and facilities may be used
9 by the Union to hold meetings, ~~including virtual meetings,~~ which may
10 ~~including -virtual meetings~~ subject to the provisions of this Agreement,
11 agency's policy, availability of the space and with prior authorization of the
12 Employer.

13
14 B. Supplies and Equipment

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

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

22 The Union and employees covered by this Agreement will not use state-
23 owned or operated e-mail, fax machines, the internet, or intranets to
24 communicate with one another, except as provided in this agreement.

The Union may use the state's email system up to once per month to notify represented employees of Union meetings/events, Union eligibility and distribute Union membership authorization cards. All such communications will use BCC and will instruct recipients not to reply or forward using state email.

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

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

10
11 B. In the State Operated Living Alternatives (SOLA) program residences within
12 the Department of Social and Health Services, the Employer will make available a
13 three-ring binder that is designated for union materials. Materials in the binder will
14 be appropriate to the workplace, politically non-partisan, in compliance with state
15 ethic laws, and identified as union literature. Union materials may be distributed to
16 the SOLA binders in accordance with Section 39.7 of this Article.

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

23
24
25 **39.7 Distribution of Material**

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

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

12 **39.8 WFSE Council President and Vice-President** (New Proposed Language on
13 Officers' Leave anticipated)

14 A. Leave of Absence

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

22 B. Leave Balances

23 The President and Vice-President will accrue sick leave in the amount of 1
24 hour for every 40 hours worked but will not accrue vacation and sick leave
25 during the period of absence; however, wWhen the President and Vice-
26 President return to state service their sick leave balances will not exceed

1 their leave balances ~~on as of~~ the date the period of absence commenced. If
2 the President or Vice-President retire or separate from state service rather
3 than return to state service, at the end of the period of absence, their leave
4 balances will not exceed their leave balances on the date the period of
5 absence commenced. If the sick leave balance was under 40 hours as of the date
6 the period of absence commenced, they will retain accrued sick leave up to 40
7 hours total upon return to state service. ~~Reporting of leave will be submitted to~~
8 ~~the agency(ies). All leave requests will be submitted within the required~~
9 ~~time limits.~~

10 C. Indemnification

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

17 D. Return Rights

18 The President and Vice-President will have the right to return to the same
19 position or in another position in the same job classification and the same
20 geographic area as determined by the Employer, provided such
21 reemployment is not in conflict with other Articles in this agreement. If the
22 job classification of the position in which the President and/or Vice-
23 President has return rights to has been abolished or revised, a crosswalk to
24 the class series will be used to identify their return rights. The Employer
25 will assess any training needs, including those requested by the employee,
26 and provide the necessary training for the returning employee. Any layoff
27 as a result of the return will be processed in accordance with Article 34,
28 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 Article 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 ninetyfour fiveninety seven~~ (907904590) days of a new employee's start date in a Union bargaining unit position, the Employer will provide notice of

1 ~~a new employee's hiring and access to the employee during the employee's regular~~
2 ~~work hours to present information about the Union. The notice will include the new~~
3 ~~employee's name, department/division/program, appointment date, and if available~~
4 ~~at the time of notice, work location, work phone numbers and work email. This~~
5 ~~aA~~ This access will be provided at the employee's regular worksite, ~~a virtual~~
6 ~~meeting for employees teleworking, a virtual meeting during working hours,~~
7 ~~through an electronic virtual platform or at a location mutually agreed to by the~~
8 Employer and the Union and will be for no less than ~~thirty thirtythirty sixty~~
9 ~~(30603030)~~ minutes. For all new employee orientations, the agency will provide a
10 minimum of 7 calendar days' scheduling notice to the union in an email that will
11 include the new employees' name, department/division/program, appointment date,
12 mailing address, and if available at the time of the notice, work location, work
13 phone numbers and work email address. Union meetings with new employees will
14 include only the new bargaining unit employees and union representatives unless
15 mutually agreed otherwise. Management employees will remain strictly neutral
16 regarding attendance at the meetings and their content. The Union may make use
17 of the state-operated calendar scheduling system to schedule group or individual
18 meetings with new employees ~~in accordance with and~~ for the purposes identified
19 in this Subsection 39.11. No employee will be required to attend the meetings or
20 presentations given by the Union.

21
22 A. Group New Employee Orientations and Meetings

23 When an agency provides an in person new employee orientation in a group
24 setting, the Union will be given an opportunity ~~at the beginning of the~~
25 ~~meeting~~ to have a union steward and/or staff representative speak to the
26 class for no less than ~~thirty thirty sixty~~ ~~(306030)~~ minutes to provide
27 information about the Union and the Master Agreement. The Union may
28 also arrange for in person ~~thirtythirty sixty~~-minute new employee meetings
29 in a group setting. If a Union steward or other Employer-paid staff is the

1 Union representative who meets with bargaining unit employees during a
2 group orientation or meeting, they will be permitted to do so during their
3 normal working hours in accordance with the provisions of Article-Section
4 39.2.

5 For new employees whose work assignment is primarily remote or whose
6 orientation and on-boarding are completed electronically, the Union will be
7 provided notice via email within seven (7) calendar days of the employee's
8 start date. The notice will include the new employee's name,
9 department/division/program, appointment date, and if available at the time
10 of notice, work location, work phone numbers and work email. The Union
11 will be provided a designated time to present information about the Union
12 to these employees. Employees that are teleworking may use state issued
13 computers and hot spots, in lieu of a physical workspace for the purpose of
14 attending the new employee orientation. The agency will ensure that no
15 other onboarding or work meetings are scheduled for the new employee
16 during the time scheduled for the union's presentation.

17 Agencies will only include the following statement on the scheduling
18 invitation:

19
20 "In accordance with the collective bargaining agreement, you are being
21 provided this opportunity for access during your regular work hours to a 60
22 minute union orientation to receive information about the union and your
23 union contract via this secure link. You may use your state issued computer
24 during work time for the purpose of attending this orientation. For more
25 information about this opportunity please contact the WFSE Member
26 Connection Center by phone at 833- MCC-WFSE or by email at
27 MCC@wfse.org."

28 B. Other New Employee Orientations

1 Agencies may provide new employee orientations in a one on one setting
2 and/or via electronic platforms and will schedule time on the employee's
3 calendar that will include a courtesy copy to the union. If an employee's
4 work assignment precludes the union from meeting with the new
5 employee(s) in person, then the union will provide the agencies with a
6 secure link to place on employee's calendars as the electronic platform for
7 the union's orientation. The agency will work with the union to identify a
8 time slot for this purpose, schedule this time on the employee's calendar
9 and will cc the calendar invite to the union (NEO@wfse.org) so the union
10 will know who has been invited. The agency will ensure that no other
11 onboarding or work meetings are scheduled for the new employee during
12 the time that is scheduled for the union's presentation. Agencies will only
13 include the following statement on the scheduling invitation:

14 In accordance with the collective bargaining agreement, Article 39, Section
15 39.11 you are being provided this opportunity for access during your
16 regular work hours to a 30 minute union orientation webinar to receive
17 information about the union and your union contract via this secure link. .
18 You may use your state issued computer during work time for the purpose
19 of attending this orientation. For more information about this opportunity
20 please contact the WFSE Member Connection Center. All communication
21 that occurs over state-owned equipment is the property of the Employer and
22 may be subject to agency review and/or public disclosure. When an agency
23 provides new employee orientation on-line, one-on-one, or does not provide
24 a new employee orientation as outlined above, and the Union does not
25 arrange a group meeting under Subsection 39.11 A above, the Union will
26 be given the opportunity to:

- 27 1. **Make an appointment with the new employee for no less than**
28 **thirtythirtysixty (306030) 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 Article 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.

~~D. Where employer mandated restrictions or expansion of remote telework prevent communications 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.~~

~~D. Where employer mandated restrictions or expansion of remote telework prevent communications 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~~

1 work time when scheduled in accordance with applicable provisions
2 set forth in Article 39.

3
4 For this purpose and with mutual agreement with an agency, the
5 union may submit informational fliers to the agency HR
6 department's designated point of contact (POC) up to twice per
7 month for distribution by the agency to bargaining unit employees
8 via the state email system. Content will be appropriate to the
9 workplace, politically non-partisan, in compliance with state ethics
10 laws, and identified as union literature. The union will provide the
11 HR POC with a minimum of three (3) business days' notice to
12 distribute the flyer and every effort will be made for distribution to
13 be completed no later than the day following the notice period. This
14 does not extend use of the state's email system to the union for
15 general communication purposes beyond the provisions of this
16 MOU and the CBA. The agency will only include the following
17 statement with each informational flyer:

18
19 "You are receiving this email in accordance with the collective
20 bargaining agreement. The attached document is from your duly
21 authorized bargaining representative, the Washington Federation of
22 State Employees (WFSE). This information is from WFSE, not your
23 employer. During meal breaks and on personal time you may use
24 your state issued computers and hot spots, in lieu of a physical
25 workspace, for the purpose of receiving, reviewing distributed
26 information and forwarding it to a personal email address. In
27 addition, you may use your state issued computer and hot spots to
28 connect to virtual meetings on work time when scheduled in
29 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 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."

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 negotiations 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 requested leave. Agencies shall retain the right to revoke release time approval in the event a determination is made that an employee's attendance will conflict with emergent and/or unforeseen operational needs. All efforts will be made to avoid any such revocations however should revocation be necessary, the Union and employee will be provided as much notice as possible and the reason. 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.


TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

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

1 remit electronically, on each state payday, any deductions made to
2 the Union together with an electronic report showing:

- 3 a. Employee name;
- 4 b. Personnel number;
- 5 c. Amount deducted; and
- 6 d. Deduction code.

7 2. The parties agree this Section satisfies the Employer's obligations
8 and provides for the deduction authorized under RCW 41.04.230.

9 **B. Public Safety Protection Program (PSPP)**

10 The Employer agrees to deduct from the wages of any employee who is a
11 member of the Union deductions for the WFSE/AFSCME PSPP. Written
12 authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary
13 Payroll Deduction Authorization form. Deductions will include a one-time
14 initial deduction amount and ongoing monthly deduction amount.
15 Authorizations may be revoked by the employee at any time by giving
16 written notice to both the Employer and the Union. The Employer agrees to
17 remit electronically, on each state payday, any deductions made to the
18 Union together with an electronic report showing:

- 19 1. Employee name;
- 20 2. Personnel number;
- 21 3. Amount deducted; and
- 22 4. Deduction code.

23 **C. Trustmark Universal Life Insurance with Long Term Care**

24 The Employer agrees to deduct from the wages of an employee who is a
25 member of the Union deductions for the Trustmark Universal Life
26 Insurance with Long Term Care. Written authorizations must be provided.
27 Authorizations may be revoked by the employee at any time by giving
28 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;

- 1 13. Appointment date;
- 2 14. Bargaining unit code and title;
- 3 15. Position number;
- 4 16. Pay scale group;
- 5 17. Pay scale level;
- 6 18. Employment percent;
- 7 19. Seniority date;
- 8 20. Separation date;
- 9 21. Special pay code;
- 10 22. Total salary from which union dues is calculated;
- 11 23. Deduction wage type;
- 12 24. Deduction amount;
- 13 25. Overtime eligibility designation;
- 14 26. Retirement benefit plan; and
- 15 27. Action reason, title, and effective date (including entering or leaving
- 16 the bargaining unit and starting or stopping dues).
- 17 28. Permanent or non-Permanent status.
- 18 29. Work Schedule-Social Security Number
- 19 30. Telework status; full-time, hybrid or no telework.
- 20 30. Veteran Status

~~31. Wage type indicator. Assignment pay, etc.~~

~~32. Telework status and schedule of telework.~~

~~33. For bid employees shift, days off and schedule.~~

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.

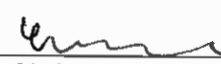

TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:

 
Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

ARTICLE 42

COMPENSATION

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, 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 2-6.1.B.

~~C~~D. Effective July 1, ~~2021~~2023, all ranges and steps of the General Service Salary Schedule will be increased by three and one-half percent (3.5%) effective July 1, 2020 through June 30, 2021 will remain in effect until June 30, 2022, as shown in Appendix E. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

~~D~~E. Effective July 1, ~~2022~~2024, all ranges and steps of the General Service Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%) two threeten threeeighththreefivethree percent (23.1038353%), as shown in Appendix F. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2022~~2024.

~~E~~F. 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

1 agreement, will be paid no less than the minimum wage directed by the local
2 ordinance. The Employer will first consider the hourly wage of the
3 employee's base salary plus the King County Premium pay (if applicable).
4 If, after this consideration, the employee's salary is still below the local
5 ordinance minimum wage the employee will be placed on a step in the
6 assigned salary range that is equal to or higher than the wage requirement
7 of the local ordinance.

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

12 **GH. Longevity Increase**

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

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

18 **42.2 "GS1" Pay Range Assignments Recruitment or Retention – Compression or**
19 **Inversion – Inequities**

20 **A.** Effective July 1, ~~2024~~2023, each classification represented by the Union
21 and listed in Appendix P will continue to be assigned to the same salary
22 range of the "GS1" Salary Schedule it was assigned on June 30, ~~2024~~2023.

23 **B.** Effective July 1, ~~2024~~2023, each employee will continue to be assigned to
24 the same range and step of the "GS1" Salary Schedule they were assigned
25 on June 30, ~~2024~~2023.

26 **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.B2.6.1.B.

GD. Effective July 1, 2024, all ranges and steps of the "GS1" Salary Schedule will be increased by ~~three and one-half~~ ~~three and one-half~~ ~~four~~ percent (3.53.54%). ~~remain in effect until June 30, 2022 as shown in Appendix I.~~ This salary increase is based on the "GS1" Salary Schedule in effect on June 30, 2022.

DE. Effective July 1, 2024, all ranges and steps of the "GS1" Salary Schedule will be increased by ~~three and twenty-five hundredths~~ ~~three and twenty-five hundredths~~ ~~two~~ ~~three~~ ~~eight~~ ~~three~~ ~~five~~ ~~three~~ percent (3.25231038353%), as shown in Appendix J. This salary increase is based on the "GS1" Salary Schedule in effect on June 30, 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. 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, 2024, 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, 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, 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.B2.6.1.B.

~~D.~~ Effective July 1, ~~2021~~2023, all salary ranges and steps of the "N1" Salary Schedule will be increased by ~~three and one half~~three and one fourth percent ~~three and one half~~three and one fourth percent ~~(333.53.54%)~~. remain in effect until June 30, ~~2022~~ as shown in Appendix K. This salary increase is based on the "N1" Salary Schedule in effect on June 30, 2023.

~~D.~~ 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 and twenty five hundredths percent ~~(3.2528353%)~~, as shown in Appendix L. This salary increase is based on the "N1" Salary Schedule in effect on June 30, ~~2022~~2024.

~~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 ~~DOC Supplemental~~

For all CC pay range assignments, see Addendum "X"

1 ~~A. Effective July 1, 2021~~2023, each classification represented by the Union
2 and listed in Appendix P will continue to be assigned to the same salary
3 range of the "CC" Range Salary Schedule it was assigned on June 30,
4 ~~2021~~2023.

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

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

11
12 ~~CD. Effective July 1, 2021~~2023, all salary ranges and steps of the "CC" Range
13 Salary Schedule will be increased by three percent (3%). remain in effect
14 until June 30, 2023 as shown in Appendix M. This salary increase is based
15 on the "CC" Range Salary Schedule in effect on June 30, 2023.

16
17 ~~DE. Effective July 1, 2022~~2024, all salary ranges and steps of the "CC" Range
18 Salary Schedule will be increased by three and twenty-five hundredthsttwo
19 three percent (3.2523%), as shown in Appendix N. This salary increase is
20 based on the "CC" Range Salary Schedule in effect on June 30, ~~2022~~2024.

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

25 ~~FG. Longevity Increase~~

26 All employees will progress to step M six (6) years after being assigned to
27 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 ~~thirteen threethree and one halfthree and one half~~four percent (~~333.53.54%~~). 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 hundredthstwethreethreeeightthreefivethree~~ percent (~~3.25231038353%~~), 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 are~~ temporarily assigned ~~perform assigned~~ the full scope of duties and responsibilities ~~outside of their assigned performance expectations (PDF);~~ for more than ~~four (4) hours within a pay period thirty (30) calendar days~~ thirty (30) calendar days to a higher-level classification whose salary range maximum is less than fifteen percent (15%) higher than

1 the salary range maximum of the former class will be notified in writing by
2 the employees hiring authority and/or management within 72 hours and will
3 be advanced to a step of the range for the new class that is nearest to five
4 percent (5%) higher than the amount of the pre-promotional step. The
5 increase will become effective on the first day the employee was performing
6 the higher-level duties.

7 B. Employees who ~~are~~ are temporarily assigned ~~perform~~ assigned the full
8 scope of duties and responsibilities ~~outside of their assigned performance~~
9 ~~expectations (PDF) for more than 4 hours within a pay period, for more~~
10 ~~than thirty (30) calendar days for more than thirty (30) calendar days to a~~
11 higher-level classification whose salary range maximum is fifteen percent
12 (15%) or more higher than the salary range maximum of the former class
13 will be notified in writing ~~by the employees hiring authority and/or~~
14 ~~management within 72 hours; and will be~~ will be advanced to a step of the
15 range for the new class that is nearest to ten percent (10%) higher than the
16 amount of the pre-promotional step. The increase will become effective on
17 the first day the employee was performing the higher- level duties.

18 C. In an emergent situation in the absence of an Attendant Counselor 2 or
19 Attendant Counselor 3, when an Attendant Counselor 1 performs the duties
20 of a shift charge, they will be compensated as an Attendant Counselor 2
21 relief shift charge for that shift.

22 D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for
23 filling behind an Attendant Counselor 3 in the event of absences, exclusive
24 of annual leave, for fifteen (15) workdays in a calendar month. Payment at
25 the Attendant Counselor 3 rate will begin on the 16th day of the Attendant
26 Counselor 3 absence.

27 E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the
28 Psychiatric Security Attendant (PSA) rate of pay when working in a PSA

1 post, unless it was the result of a shift exchange in accordance with Article
2 6.17. Employees compensated in accordance with this Section will be paid
3 at the same step in the PSA salary that they are currently assigned to at the
4 MHT salary range.

5 F. Department of Transportation – Maintenance Bargaining Unit – Winter
6 Shift Upgrades

7 The Employer will calculate all previous non-permanent appointment time
8 to adjust the salary step, to include a two (2) step increase for every
9 accumulated twelve (12) months, until they reach the top of the pay range.

10 During the temporary upgrade the PID increases may be temporarily
11 deferred until the employee returns to their permanent position.

12 **42.8 Establishing Salaries for New Employees and New Classifications**

13 The Employer will assign newly hired employees to the appropriate range and step
14 of the appropriate State Salary Schedules as described in Sections 42.1, 42.2 42.3
15 and 42.4, above.

16 A. The salary of employees in classes requiring licensure, as a registered nurse
17 or physicians assistant, certified (PA-C) will be governed by the “N1”
18 Range Salary Schedule.

19 B. An employee’s experience as a registered nurse (RN), physicians assistant,
20 certified (PA-C) and/or licensed practical nurse (LPN), calculated as
21 follows, will determine the placement of an employee on the proper step
22 within an “N1” range:

- 23 1. RN and PA-C experience will be credited year for year.
- 24 2. Up to ten (10) years LPN experience will be credited at the rate of
25 two (2) years LPN experience equals one (1) year of RN or PA
26 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.

G. 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

1 reasonable commuting distance of the new place of
2 work.

3 **42.11 Salary Adjustments**

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

7 ~~Within resources available for these purposes, the employer, at its sole discretion,~~
8 ~~may authorize additional pay to support the recruitment or retention of the~~
9 ~~incumbent or candidate for a specific position. At the employer's discretion, up to~~
10 ~~a fifteen percent premium may be added to the employee's base salary. An~~
11 ~~employee may not receive more than fifteen percent of his/her annual base salary~~
12 ~~over a twelve-month period under the provisions of this section.~~

13 ~~In advance of authorizing a lump sum recruitment or retention payment, employers~~
14 ~~must establish express conditions in writing for the payment. The conditions must~~
15 ~~include a specified period of employment or continued employment. Any lump sum~~
16 ~~payment under this section must only be made after services have been rendered in~~
17 ~~accordance with conditions established by the employer and become part of the~~
18 ~~employee's annual compensation for work performed prior to receipt of any funds.~~

19 ~~Any additional pay granted under this section is a premium that is not part of base~~
20 ~~salary. The premium is to be used only as long as the circumstances it is based on~~
21 ~~are in effect.~~

22
23 **42.12 Demotion**

24 An employee who voluntarily demotes to another position with a lower salary range
25 will be placed in the new range at a salary equal to their previous base salary. If the
26 previous base salary exceeds the new range, the employee's base salary will be set
27 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.

1 **42.18 Callback**

2 A. Work Preceding or Following a Scheduled Work Shift

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

6 1. Lack of notice for such work will be considered callback and will
7 result in a penalty of three (3) hours of pay at the basic salary in
8 addition to all other compensation due. This penalty will apply to
9 each call.

10 2. The Employer may cancel a callback notification to work extra
11 hours at any time, but cancellation will not waive the penalty cited
12 in this Section.

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

15 B. Work on Scheduled Days Off or Holidays

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

21 1. If the Employer does not give such notice, affected employees will
22 receive a penalty payment of three (3) hours pay at the basic salary
23 in addition to all other compensation due them.

24 2. The Employer may cancel work assigned on a day off or holiday.
25 However, if the Employer does not notify affected employees of
26 such cancellation at least prior to their normal quitting times on their
27 second workday preceding the day off or holiday work assignment,

1 affected employees will receive a penalty payment of three (3) hours
2 pay at the basic salary.

3 These provisions will apply to employees on paid leave status.

4 C. When an overtime-eligible employee volunteers to work on a scheduled day
5 off, the employee is not entitled to callback under Subsection 42.18 B.

6 D. An employee who is receiving standby pay is not entitled to callback pay if
7 required to return to work after departing the worksite or is directed to report
8 to duty prior to the starting time of their next scheduled work shift.

9 E. Emergency Schedule Changes – Departments of Agriculture and
10 Transportation

11 If the Employer makes an emergency schedule change as defined in Article
12 6, Hours of Work, the affected employee will receive a penalty payment of
13 three (3) hours pay at the basic salary, per occurrence, in addition to all other
14 compensation due.

15 **42.19 Shift Premium**

16 A. For purposes of this Section, the following definitions apply:

17 1. “Evening shift” is a work shift of eight (8) or more hours which ends
18 at or after 10:00 p.m.

19 2. “Night shift” is a work shift of eight (8) or more hours which begins
20 by 3:00 a.m.

21 B. A basic shift premium of ~~one-two dollars and fifty cents~~ and (\$1.002.5050)
22 per hour will be paid to full-time employees under the following
23 circumstances:

24 1. Regularly scheduled evening and night shift employees are entitled
25 to shift premium for all hours worked.

1 2. Regularly scheduled day shift employees are entitled to shift
2 premium when the employee's regular or temporary scheduled work
3 includes hours after 6:00 pm and before 6:00 am where no overtime,
4 schedule change pay, or callback compensation is received. Shift
5 premium for day shift employees is paid only for hours worked after
6 6:00 pm and before 6:00 am.

7 3. Employees regularly scheduled to work at least one (1), but not all,
8 evening and/or night shifts are entitled to shift premium for those
9 shifts. Additionally, these employees are entitled to shift premium
10 for all hours adjoining that evening or night shift which are worked.

11 C. Part-time and on-call employees will be entitled to basic shift premium
12 under the following circumstances:

- 13 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
- 14 2. For assigned full evening or night shifts, as defined above in
15 Subsection 42.19 A.

16 D. In cases where shift premium hours are regularly scheduled over a year,
17 agencies may pay shift premium at a monthly rate that is equal for all
18 months of the year. Monthly rates will be calculated by dividing twelve (12)
19 into the amount of shift premium an employee would earn in a year if the
20 hourly rules in Subsection 42.19 (B)(1) were applied.

21 E. When an employee is compensated for working overtime during hours for
22 which shift premium is authorized in this Section, the overtime rate will be
23 calculated using the "regular rate."

24 F. Employees eligible for shift premium for their regularly scheduled shifts
25 will receive the same proportion of shift premium for respective periods of
26 authorized paid leave and for holidays not worked which fall within their
27 regularly scheduled shift.

G. 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 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 dollar and fifty cents (\$1.50) per hour shift differential for evening shift and night shift work.

42.21 King County Regional Premium-Premium Pay

Employees assigned to a permanent duty station in King County will receive ~~five~~ ten-five (5)10 (5) percent Premium Pay calculated from their base salary.

~~Employees assigned to a permanent duty station in Clallam, Clark, Cowlitz, Gray's Harbor, Jefferson, Pierce, Skamania, Snohomish, Spokane or Thurston counties will receive a five (5) percent Premium Pay calculated from their base salaries.~~

~~Employees assigned to a permanent duty station in Benton and Franklin counties will receive a three (3) percent Premium Pay calculated from their base salaries.~~

When an employee is no longer permanently assigned to a King-King County listed in section 42.21 as a permanent duty station they will not be eligible for this premium pay.

42.22 Supplemental Shift Premium for Nurses and Direct Health Care Providers

~~For the classes of Registered Nurse 1 through 4, Licensed Practical Nurses 1, 2 and 4, Psychiatric Security Nurses, Nursing Assistants, Nursing Assistants-Residential-Living and Nursing Assistant-Leads, Licensed Practical Nurses 1, 2 and 4, Psychiatric Security Nurses, Certified Nursing Assistants and Nursing Assistant-Leads and Medical Assistants related job classes requiring licensure as a~~

~~registered nurse 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~~ ~~Threefour~~ four dollars (\$~~35344~~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 1. The employee is required to be present at a specified location or is
2 immediately available to be contacted. The location may be the
3 employee's home or other specific location, but not a work site a way
4 from home. When the standby location is the employee's home, and
5 the home is on the same state property where the employee works,
6 the home is not considered a work site.

7 2. The agency requires the employee to be prepared to report
8 immediately for work if the need arises, although the need might not
9 arise.

10 B. Standby status will not be concurrent with work time.

11 C. When the nature of a work assignment confines an employee during off-
12 duty hours and that confinement is a normal condition of work in the
13 employee's position, standby compensation is not required merely because
14 the employee is confined.

15 D. Overtime-eligible employees on standby status will be compensated at a
16 rate of seven percent (7%) of their hourly base salary for time spent in
17 standby status.

18 E. Overtime-exempt employees will be compensated ~~twenty-five twenty-~~
19 ~~fivefifty~~twenty-five dollars (\$~~25502550~~25.00) for each day or portion
20 thereof spent in standby status. A day is defined as a twenty-four (24) hour
21 period beginning on the first hour an employee is assigned standby status.

22 F. Employees dispatched to emergency fire duty as defined by
23 RCW 38.52.010 are not eligible for standby pay.

24 G. This Section will be administered in accordance with the Fair Labor
25 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 (\$~~250.00~~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 1. The employee must choose one of the following options for paying
2 back the overpayment:

- 3 a. Voluntary wage deduction
4 b. Cash
5 c. Check

6 2. The employee will have the option to repay the overpayment over a
7 period of time equal to the number of pay periods during which the
8 overpayment was made, unless a longer period is agreed to by the
9 employee and the agency. The payroll deduction to repay the
10 overpayment shall not exceed five percent (5%) of the employee's
11 disposable earnings in a pay period. However, the agency and
12 employee can agree to an amount that is more than the five
13 percent (5%).

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

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

22 C. Appeal Rights

23 Any dispute concerning the occurrence or amount of the overpayment will
24 be resolved through the grievance procedure in Article 29, Grievance
25 Procedure, of this Agreement.

26 **42.28 Assignment Pay/Special Pay Provisions**

27 A. Assignment Pay

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

8 B. Special Pay Ranges

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

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

16 **42.29 Dependent Care Salary Reduction Plan**

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

21 **42.30 Pre-tax Health Care Premiums**

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

25 **42.31 Medical/Dental Expense Account**

26 The Employer agrees to allow insurance eligible employees, covered by the
27 Agreement, to participate in a medical and dental expense reimbursement program
28 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:

1 DNR employees and Department of Ecology Washington Conservation
2 Corps (WCC Crew) Supervisors performing fire suppression duties as
3 defined in RCW 76.04.005(22), or other emergency duties, or participating
4 in the DNR Fire Training Academy implementation, when they are working
5 under the incident command system will be compensated as follows:

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

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

22 B. Compensation When Deployed to a Closed Satellite Camp:

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

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

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

12 **42.36 Spill Response Team – Department of Ecology**

13 A. In addition to the compensation described in Article 7, Overtime, employees
14 on spill response duty will be compensated as follows:

- 15 1. Employees will be in only one (1) pay status at a time. Employees
16 cannot accrue standby pay and pay for time worked.
- 17 2. Standby pay will be provided to employees required to be on
18 standby status for purposes of spill response. Employees will be
19 compensated for standby in accordance with Subsection 42.24 D
20 above, for all hours in standby status.

21 B. Employees responding to a spill will be paid at a rate of one and one-half
22 (1-1/2) times the employee's hourly salary (including the assignment pay)
23 for time worked outside their normal work hours. "Responding to a spill"
24 includes receiving phone calls and any required follow-up activities, field
25 response, and any other activities as identified in the Spill Response
26 Operations Manual.

- 1 C. Employees permanently assigned to the Emergency Spill Response Team
2 (full-time responders) will receive assignment pay per Section 42.25, above.
3 Employees not permanently assigned to the Emergency Response Team
4 (after-hours responders) but who are designated by the Spill Response
5 Section Manager as spill responders eligible for assignment pay, will
6 receive two dollars and forty-four cents (\$2.44) per hour for each hour on
7 duty in the assigned duty week that is outside of normal work hours as
8 described in the Spill Response Operations Manual.

9 **42.37 Emergency/Disaster Operations Compensation**

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

- 14 A. Employees will be paid at one and one-half (1-1/2) times the sum of their
15 regular hourly rate for those hours worked in excess of forty (40) hours in a
16 workweek as a result of full-time work in support of a significant
17 emergency, declared disaster, or Emergency Management Assistance
18 Compact (EMAC) or other Mutual Aid activations/deployments as
19 determined by the agency head or designee. During federally declared
20 disasters overtime compensation will be limited to cash payments.

- 21 B. For those hours worked during the activation, one dollar (\$1.00) is added to
22 an employee's regular rate in lieu of shift differential, split shift differential,
23 and/or schedule change compensation.

- 24 C. Unless otherwise noted in writing, employees will retain the assigned
25 workweek while supporting emergency/disaster operations. However,
26 employees' assigned work hours may be different from their regularly
27 assigned work hours.

- 1 D. These provisions are limited to qualifying work performed in the
- 2 Washington Emergency Operations Center, in a Joint Field Office, and
- 3 work in direct support of EMAC or other Mutual Aid
- 4 activations/deployments.

1 **42.38 One-Time Lump Sum Payment for Providing Proof of up-to-date COVID-19**

2 **Booster(s)**

3 **A. Effective July 1, 2022~~2023~~, bargaining unit employees will be eligible to**
4 **receive a one-time lump sum amount payment as shown if they meet the**
5 **following conditions: in Subsection B, who:**

6 **Employees who choose to be boosted, at a location of their choosing, and voluntarily**
7 **provide their employer with proof of up-to-date COVID-19 booster**
8 **vaccination, which must include any boosters recommended by the U.S.**
9 **Centers for Disease Control (CDC) at the time proof is provided to the**
10 **employer, between January 1, 2023, and December 31, 2023, shall receive a**
11 **one thousand dollar (\$1000.00) one-time lump sum payment to be paid no**
12 **earlier than July 25, 2023.**

13 **B. The lump sum payment will be reflected in the employee's paycheck subject**
14 **to all required state and federal withholdings and be provided as soon as**
15 **practicable based upon their agency's Human Resources and/or payroll**
16 **processes.**

17 **Bargaining unit employees will only receive one lump sum payment**
18 **regardless, if they occupy more than one position within State government.**
19 **Eligibility for the lump sum payment will be:**

20 **a. Based upon the position in which work was performed on the date the up-to-**
21 **date status is verified; or**

22 **b. If no work was performed on the date the up-to-date status is verified, then**
23 **based on the position from which the employee receives the majority of**
24 **compensation.**

25 **3. Employees will receive the lump sum payment only once during their**
26 **employment with the State, regardless of whether they hold multiple**
27 **positions or are employed by multiple agencies between January 1, 2023 and**
28 **December 31, 2023.**

29 **1. Was hired on or before July 1, 2021 and still employed on July 1,**
30 **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:~~


1 a. ~~Based upon the position in which work was performed on June 30,~~
2 ~~2022; or~~

3 b. ~~If no work was performed on June 30, 2022, then based on the~~
4 ~~position from which the employee receives the majority of~~
5 ~~compensation.~~

6 2. ~~The amount for the lump sum payment for part-time employees will~~
7 ~~be proportionate to the number of hours the part-time employee was~~
8 ~~in pay status during fiscal year 2022 in proportion to that required~~
9 ~~for full-time employment.~~

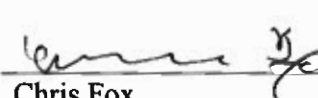
10 **TENTATIVE AGREEMENT REACHED**

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

11

12

ARTICLE 43

HEALTH CARE BENEFITS AMOUNTS

43.1 A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) ~~will be~~ contribute an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform medical Plan (UMP) Classic ~~total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent of the EMC per month~~ The projected medical premium is the weighted average across all plans, across all tiers.

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.

1 **43.2** A. The Employer will pay the entire premium costs for each bargaining unit
2 employee for dental, basic life and any offered basic long-term disability
3 insurance coverage. If changes to the long-term disability benefit structure
4 occur during the life of this Agreement, the Employer recognizes its
5 obligation to bargain with the Coalition over impacts of those changes
6 within the scope of bargaining.

7 B. If the PEB Board authorizes stand-alone vision insurance coverage, then the
8 Employer will pay the entire premium costs for each bargaining unit
9 employee.

10 **43.3 Wellness**

11 A. To support the statewide goal for a healthy and productive workforce,
12 employees are encouraged to participate in a Well-Being Assessment
13 survey. Employees will be granted work time and may use a state computer
14 to complete the survey.

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

25 **43.4** The PEBB Program shall provide information on the Employer Sponsored
26 Insurance Premium Payment Program on its website and in an open enrollment
27 publication annually.

43.5 Medical Flexible Spending Arrangement

A. During January 2022 and again in January 2023, 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 ~~sixty-thousand dollars (\$60,000)~~ ~~fifty thousand four dollars (\$50,004.00)~~ 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.

1 D. The provisions of the State's salary reduction plan will apply. In the event
2 that a federal tax that takes into account contributions to an FSA is imposed
3 on PEBB health plans, this provision will automatically terminate. The
4 parties agree to meet and negotiate over the termination of this benefit.

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

12 **TENTATIVE AGREEMENT REACHED**

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

13

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.

~~The Employer will make continue ongoing efforts to to fill recruit for vacant, funded permanent bargaining unit positions in areas where while a staffing shortage has necessitated contracting work temporarily. However, the Employer shall not contract out work that results in the layoff of bargaining unit employees.~~

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;

1
2 D. A description of the reasons for the contracting; and
3

4 E. The length and amount of the contract.
5

6 **45.3** The Union will have twenty-one (21) calendar days from receipt of the written
7 notice to request negotiations. The request must be in writing and filed with the
8 OFM State Human Resources Labor Relations Section (LRS) at
9 labor.relations@ofm.wa.gov. If the Union does not request negotiations within
10 twenty-one (21) calendar days, the Employer may contract for the work without the
11 need for further negotiations.

12 **45.4** In the event of conditions beyond the control of the Employer such as emergencies
13 or mandated conditions requiring immediate implementation, the Employer will
14 notify the Union in writing as soon as practicable.

15
16 **45.5 Shared Services**

17 The Union and the Employer acknowledge that there may be instances where the
18 Employer might be able to expand operations and/or provide services to other state
19 agencies. It is further acknowledged that such expansion may have a beneficial
20 financial impact to the Employer and may mitigate the impacts of budgetary
21 constraints. The Employer will consider proposals submitted to them from the
22 Union.

23

24

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TENTATIVE AGREEMENT REACHED

For the Employer:

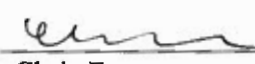

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

  9/21/22

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

2

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.

1

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



09/21/2022



9/21/22

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

2

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 appropriate OFM websites on the effective date of the agreement July 1, 2023 and provide a copy to the lead Union negotiator in electronic format by the following January 1, 2023⁴ by January 1, 2023 in print ready format in both Word and PDF. The Union may provide translation in the following languages, English, Spanish, Chinese (Mandarin and Cantonese), Vietnamese, Russian, Tagalog and Korean. The cost of the translation will be borne solely by the Union shared equally between the Union and the Employer. This provision does not preclude the Union a Division/Department from providing additional translations as deemed appropriate. Where there is any disagreement as to the content of the interpretation of the Agreement, the English version text in the language in which it was negotiated, shall prevail over the translation.~~


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 printers, Agencies will provide one printed copy to those employees upon request by the employee.

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

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

TENTATIVE AGREEMENT REACHED

For the Employer:

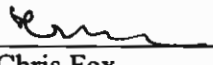


Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator9/21/22
Date

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

1 Social and Health Program Consultant 1 and 2
2 Social Service Training Specialist

3
4 **5. Department of Commerce**

5 Commerce Specialists 1 and 2

6 ~~6. Department of Corrections~~

7 ~~Community Corrections Specialist~~

8 ~~Community Corrections Officer 1, 2 and 3~~

9 ~~Corrections and Custody Officer 3 (Work Release only)~~

10 ~~Corrections and Custody Officer 2 and 3 (Transport officers and Community Work~~
11 ~~Crew officers only)~~

12 **76. Department of Ecology**

13 Community Outreach & Environmental Education Specialist 1, 2, 3, and 4

14 Environmental Planner 1, 2, 3, 4 and 5

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

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

17 Management Analyst 3, 4, and 5

18 Marine Transportation Safety Specialist 2 and 3

19 Natural Resource Scientist 1, 2, 3, and 4

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

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

22
23 **87. Department of Fish and Wildlife**

24 Carpenter

25 Construction and Maintenance Project Supervisor

26 Construction Project Coordinator 1, 2, and 3

27 Control Technician, Lead

28 Customer Service Specialist 2

- 1 Electrician
- 2 Electronics Technician
- 3 Equipment Operator 2
- 4 Equipment Technician 1, 2, and 3
- 5 Land Surveyor 2 and 3
- 6 Maintenance Mechanic 1, 2, and 3
- 7 Utility Worker 1, 2, 3, and 4
- 8 Welder/Fabricator

9 **98. Department of Health**

- 10 Health Care Investigator 1, 2, and 3
- 11 Investigator 3 and 4
- 12 Pharmacist Investigator

13 **109. Department of Labor and Industries**

- 14 Apprenticeship Consultant 2 and 3
- 15 Industrial Hygienist 2, 3 and 4
- 16 Industrial Relations Agent 2, 3, and 4
- 17 Investigator 2 and 3
- 18 Safety and Health Inspector 1, 2, 3 and 4

19 **110. Department of Social and Health Services**

- 20 Attendant Counselor Manager
- 21 Community Worker
- 22 Developmental Disabilities Case/Resource Manager
- 23 Developmental Disabilities Outstation Manager
- 24 Food Manager 1
- 25 Forensic Therapists
- 26 Investigator 1 and 2
- 27 Long Term Care Surveyor
- 28 Program Specialist 3 (ESA/CSD Mobile CSO)
- 29 Quality Control Specialist

1 Residential Services Coordinator

2 Security Guard 3

3 Social Service Specialist 3 and 4

4 Social Service Training Specialist

5 **~~12~~11. Employment Security Department**

6 Information Technology Specialist 2, 3 and 4

7 **~~13~~12. Horse Racing Commission**

8 Investigator 1, 2 and 3

9 Racing Official 1 and 2

10 **~~14~~13. Military Department**

11 Emergency Management Program Specialist 1 and 2

12 Information Technology Specialist 2 and 3

13 **~~15~~14. Office of the Insurance Commissioner**

14 Financial Examiner 1

15 **~~16~~15. Office of Minority and Women's Business Enterprises**

16 Management Analyst 4

17 **~~17~~16. Recreation and Conservation Office**

18 Information Technology Specialist 2

19 **~~18~~17. Utilities and Transportation Commission**

20 Transportation Engineer 3 (Federal Rail Inspectors)

21 Rail Carrier Compliance Specialist (State Rail Inspectors)

22 Investigator 3 (Motor Carrier Inspectors)

23 Energy/Utilities Engineer 3 (Pipeline Inspectors)

24 **~~19~~18. Washington State Historical Society**

25 Preservation and Museum Specialist 1

26 Preservation and Museum Specialist 2

1 **Preservation and Museum Specialist 3**
2 **Preservation and Museum Specialist 4**
3 **Program Coordinator**
4 **Maintenance Custodian**
5 **Information Technology Specialist 2**

6 **2019. Workforce Training and Education Coordinating Board**
7 **Information Technology Specialist 2**

8 ~~2120~~. **Office of the Attorney General**
9 Legal Assistant 1-4
10 Paralegal 1 and 2-3
11 AGO Investigator/Analyst
12 AGO Senior Investigator/Analyst
13 AGO Investigator/Analyst Supervisor
14 Maintenance Mechanic 1
15 Maintenance Mechanic 2

16 **TENTATIVE AGREEMENT REACHED**

For the Employer:

Date _____

18

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).

1

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
Lincoln	Adams; Ferry; Grant; Okanogan; Spokane; Stevens; Whitman

Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
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

1 no option is available in the county group, the unit expands to the region. If
2 there is no option available within the region, the unit expands to the
3 department statewide.

4 B. For institutions only: The institution in which the employee works will be
5 the primary layoff unit. If no option is available within the institution layoff
6 unit, the unit expands to the county. If no option is available within the
7 county layoff unit, the unit expands to bordering counties. If no option is
8 available in the bordering counties, the unit expands to the county group. If
9 no option is available in the county group, the unit expands to the region. If
10 no option is available within the region, the unit expands to the department
11 statewide. Within the Developmental Disabilities Administration
12 institutions, State Operated Living Facilities (SOLA) will be considered
13 part of the institution layoff unit for the purpose of identifying layoff
14 options.

15 C. County Group:

16 Group 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant,
17 Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

18 Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and
19 Yakima.

20 Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

21 Group 4: King

22 Group 5: Kitsap, and Pierce.

23 Group 6: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat,
24 Lewis, Mason, Pacific, Skamania, Thurston, and
25 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.

1 D. Northwest Area Layoff Units

2 The Northwest Area layoff unit includes all employees and positions in the
3 Northwest Region, Planning and Policy office, Aviation Division,
4 Washington State Ferries, and out-stationed Headquarters employees and
5 positions.

6 1. Maintenance Employees

7 The local layoff unit for Maintenance employees includes all
8 positions (including out-stationed Headquarters positions) located
9 in the Maintenance Area where the employee's official duty station
10 is located.

11 2. Northwest Region Employees

12 The local layoff unit for NW Region employees whose official duty
13 station is located in King, Whatcom, Skagit, Island or Snohomish
14 county includes all positions (including out-stationed HQ positions)
15 located in the county within which the employee's official duty
16 station is located. This layoff unit does not include positions
17 assigned to the Washington State Ferries.

18 3. Aviation Division Employees

19 The local layoff unit for Aviation Division employees includes all
20 positions (including out-stationed HQ positions) assigned to the
21 division.

22 4. Washington State Ferries

23 The local layoff unit for employees includes all positions (including
24 out-stationed HQ positions) located with the Washington State
25 Ferries. The local layoff unit for general service employees includes
26 all general service and out-stationed Headquarters positions located
27 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

Column A	Column B
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
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom

Column A	Column B
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

1 D. If no option is available within the Regional Layoff unit as defined in
2 Subsection 2.C. above, the department statewide will be considered the
3 layoff unit.

4 **21. Health Care Authority**

5 The layoff unit will first be to the county in which the position is located, and if no
6 options are available, then to the department statewide.

7 **22. Horse Racing Commission**

8 A single statewide layoff unit.

9 **23. Human Rights Commission**

10 The agency is designated as the single layoff unit.

11 **24. Military Department**

12 The agency is designated as the single layoff unit.

13 **25. Office of the Attorney General**

14 For purposes of determining layoff options, layoff units are determined as follows
15 in order of priority:

- 16 1. The county layoff unit is the primary layoff unit;
- 17 2. The region layoff unit;
- 18 3. The statewide layoff unit.

19 The county layoff unit is the primary layoff unit and is the county in which an
20 employee's work station is located.

21 The region layoff unit is the region in which an employee's work station is located.
22 There are four regions in the state: Northwest Region, Southwest Region, Central
23 Region and Eastern Region. The statewide layoff unit is all AGO offices statewide.

24 **26. Office of the Insurance Commissioner**

25 The layoff unit for general service employees is an expanding layoff unit.

1 A. For employees in Western Washington, the county of the official worksite
2 is the initial layoff unit. If there are no options in the county, the layoff unit
3 expands to Western Washington. If there are no options in Western
4 Washington, the layoff unit expands to the department statewide.

5 B. For employees in Eastern Washington, the county of the official worksite is
6 the initial layoff unit. If there are no options in the county, the layoff unit
7 expands to Eastern Washington. If there are no options in Eastern
8 Washington, the layoff unit expands to the department statewide.

9 **27. Office of Minority and Women's Business Enterprises**

10 The agency is designated as the single layoff unit.

11 **28. Parks and Recreation Commission**

12 The agency is designated as the single layoff unit.

13 **29. Recreation & Conservation Office**

14 The agency is designated as the single layoff unit.

15 **30. School for the Blind**

16 The agency is designated as the single layoff unit.

17 **31. Secretary of State**

18 The layoff unit for general service employees is an expanding layoff unit.

19 A. For employees in Western Washington, the county of the official worksite
20 is the initial layoff unit. If there are no options in the county, the layoff unit
21 expands to Western Washington. If there are no options in Western
22 Washington, the layoff unit expands to the department statewide.

23 B. For employees in Eastern Washington, the county of the official worksite is
24 the initial layoff unit. If there are no options in the county, the layoff unit
25 expands to Eastern Washington. If there are no options in Eastern
26 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.

TENTATIVE AGREEMENT REACHED

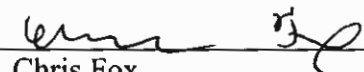
For the Employer:



Scott Lyders, OFM
Labor Negotiator

Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/15/22
Date

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

1 ~~Operations Division~~ Operations (EMOD). For EMOD and CIBS only, if requested
2 by the Union, up to three (3) additional employee representatives will be allowed
3 to attend local level UMCC meetings.

4 ~~One (1) UMCC for State Operated Living Alternatives (SOLAs) within each~~
5 ~~region.~~

6 ~~One (1) UMCC for State Operated Living Alternatives (SOLAs) within each~~
7 ~~region.~~

8
9 **7. Department of Transportation**

10 In each region and one (1) for headquarters.

11 **8. Department of Veterans Affairs**

12 One (1) at each institution.

13 **9. Employment Security Department**

14 One (1) in each of the following divisions:

- 15 a. Executive Programs
- 16 b. Finance & Administrative Services
- 17 c. Employment Connections
- 18 d. Human Resources
- 19 e. Information Technology Services
- 20 f. Paid Family and Medical Leave
- 21 g. Policy, Data, Performance and Integrity
- 22 h. Unemployment Insurance Customer Support

23 **10. Military Department**

24 One (1) in each of the following areas:

- 25 a. Camp Murray
- 26 b. Washington Youth Academy

- 1 **11. Parks and Recreation Commission:**
2 In each region and one (1) for headquarters.

3 **TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



9/12/22

Date

4

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

1 An employee may submit a written request to their Employer for approval to telework in
2 accordance with agency policy and the Employer will provide a written response. The
3 Employer may consider an employee's request to telework in relation to the objectives of
4 Executive Order 16-07 and the agency's policies and operating, business, and customer
5 needs. The Employer will document and maintain approved telework requests via the
6 Agency telework agreement. Employees may appeal a denied request through their
7 Appointing Authority. A telework agreement shall not change an employee's duty station.
8 Employees living in a county with a cost-of-living adjustment shall not receive the
9 adjustment unless their duty station is located in that county. Approved telework plans shall
10 terminate upon transfer to a new division or work unit. Transferring employees wishing to
11 continue telework must submit a new request. The telework agreement, and any
12 modifications, must be kept on file at the primary worksite and in the employee's official
13 personnel file.

14 15 **Changes to Existing Telework Agreements**

16 The Employer reserves the right to reduce, modify or eliminate an employee telework
17 agreement based on business needs or if there are performance and/or attendance concerns,
18 to include not complying with the terms of a telework agreement. Except for instances
19 where the elimination of a telework agreement is for performance and/or attendance issues,
20 the Employer will address modifications to a telework agreement with the employee a
21 minimum of ~~seven~~ seven-thirty (730) calendar days prior to making those modifications.
22 The employer is not responsible for costs, damages or losses resulting from cessation of
23 participation in a telework agreement.

24
25 Eligibility, denial, modification or elimination of a telework agreement is not considered a
26 schedule change and is not grievable under Article 29 of the Collective Bargaining
27 Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer:

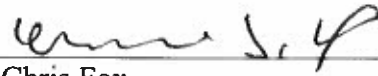


Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

08/22/22

Date


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

Class Code	Class Title	Current Range	New Range
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
107N	Program Coordinator	37	38
100S	Secretary	30	33
100U	Secretary Lead	36	37
00T	Secretary Senior	33	35
116G	Stockroom Attendant 3	32	35

TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

APPENDIX O
ASSIGNMENT PAY

This Appendix has been modified by an MOU effective December 16, 2024

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
Customer Service Specialist 1	102A	5 percent	64
Customer Service Specialist 1	102A	5 percent	64
Customer Service Specialist 2	102B	5 percent	64
Customer Service Specialist 2	102B	5 percent	64
Customer Service Specialist 3	102C	5 percent	64

GROUP A			
Class Title	Class Code	Premium	Reference#
Customer Service Specialist 3	102C	5 percent	64
Customer Service Specialist 4	102D	5 percent	64
Customer Service Specialist 4	102D	5 percent	64
Electrician	608F	5 percent	51
Equipment Operator 1	618R	See Reference 40 percent	12
Equipment Technician 3	600K	10 percent	65
Equipment Technician Lead	600L	10 percent	65
Equipment Technician Supervisor	600M	10 percent	65
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
Highway Maintenance Worker 4	596X	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
Legal Office Assistant	425D	10 percent	71
Legal Assistant 1	425E	10 percent	71
Legal Assistant 2	425F	10 percent	71
Legal Assistant 3	425G	10 percent	71
Legal Assistant 3	425G	7.5 percent	71
Legal Assistant 4	425H	10 percent	71
Legal Assistant 4	425H	7.5 percent	71
Legal Administrative Manager	425I	10 percent	71
Legal Administrative Manager	425I	7.5 percent	71
Paralegal 1	426E	10 percent	71
Paralegal 1	426E	7.5 percent	71
Paralegal 2	426F	10 percent	71
Paralegal 2	426F	7.5 percent	71
Paralegal 3	426G	10 percent	71
Paralegal 3	426G	7.5 percent	71

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	See Reference+0 percent	5
Maintenance Specialist 3	596J	See Reference+0 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
Natural Resource Specialist 3	523U	7.5 percent	73
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

GROUP A			
Class Title	Class Code	Premium	Reference#
Occupational Safety and Health Specialist Professional 4	392H	10 percent	56
Psychologist Forensic Evaluator	362F	10 percent	New D
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Therapy Supervisor Social Service Specialist 1	306Y351O	15 percent	New E66
Social Service Specialist 2	351P	5 percent	66
Social Service Specialist 3	351Q	5 percent	66
Social Service Specialist 4	351M	5 percent	66
Social Service Specialist 5	351R	5 percent	66
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#
Adult Protective Services, 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 10 percent	26
Dual Language Requirement	5 percent	18
Emergency Spill Response Team (ECY)	See Reference	24
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
Duties that require fall protection (DOT)	See Reference	67

<u>DOT workers performing duties in the I-90 and SR99 Tunnel</u> <u>Duties performed in a mountain pass (DOT)</u>	<u>See Reference</u>	<u>4068</u>
<u>Fire suppression, sprinklers, fitters, or NICET certification or license</u>	<u>See Reference</u>	<u>70</u>
<u>Duties requiring use of Adaptive Technology</u>	<u>See Reference</u>	<u>72</u>

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
591J	Grounds & Nursery Services Specialist 2	Buckley	5 percent
591K	Grounds & Nursery Services Specialist 3	Buckley	5 percent
591L	Grounds & Nursery Services Specialist 4	Buckley	5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	12.5 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
306N	Occupational Therapist 1	Pierce Co.	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

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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
362D	Psychologist 4	Fort Stevens (FSCR)	7.5 percent
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
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

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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	10.55 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	10.55 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	10.55 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	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		County and Region HQ)	
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	40-55 percent
596R	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Enumclaw, Everett, Greenwater, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596R	Highway Maintenance Worker 2	Enumclaw	5 percent
596S	Highway Maintenance Worker 3	Enumclaw, Greenwater	105 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,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Shoreline, Tacoma, Woodinville	
596X	Highway Maintenance Worker 4	Enumclaw, Greenwater	10.5 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, 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,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Seattle, Shoreline, Tacoma, Woodinville	
596I	Maintenance Specialist 2	Enumclaw	10-5% 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 +	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596P	Highway Maintenance Worker +	Enumclaw	5 percent
597F	Bridge Maintenance Specialist +	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Monroe, Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
597F	Bridge Maintenance Specialist 4	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
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

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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
<u>179L</u>	<u>Property & Acquisition Specialist 4</u>	<u>King County</u>	<u>2.5 percent</u>
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
Office of Attorney General			
425E	Legal Assistant 1	King County	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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 — extend to all employees at WSP Fire Academy	North Bend	2.5 percent
106G	Administrative — Services Manager C	North Bend	2.5 percent
111B	Events Coordinator 2	North Bend	2.5 percent
100T	Secretary Senior	North Bend	2.5 percent
143J	Fiscal Analyst 2	North Bend	2.5 percent
626K	Maintenance Mechanic 2	North Bend	2.5 percent
626L	Maintenance Mechanic 3	North Bend	2.5 percent
598E	Maintenance Supervisor 3	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

1 Rehabilitation (JR) institution residents or Department of Corrections offenders residing in
2 JR facilities. Basic salary plus five percent (5%).

3 **REFERENCE #2:**

4 For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a
5 month shall be paid to employees in this class.

6 **REFERENCE #3:**

7 For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic
8 salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

9 **REFERENCE #4:**

10 For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus
11 five percent (5%).

12 **REFERENCE #5:**

13 For assigned operation of highway equipment rated above the employee's classification.
14 Basic salary plus the hourly difference between step M of the Highway Maintenance
15 Worker 2 class and step M of the salary range representing a four-range increase over the
16 Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid
17 for actual operations that continue for at least one (1) hour. Equipment operation that lasts
18 for less than one (1) continuous hour shall not qualify the operator for premium pay.
19 Employees operating this equipment in a bona fide training assignment are not entitled to
20 the higher rate.

21 **REFERENCE #9:**

22 For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning
23 and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus
24 five percent (5%) ~~two (2)~~ ranges will also be paid to designated working supervisor of floor
25 crew.

26 **REFERENCE #11:**

27 For successful completion of the Department of Social and Health Services approved core
28 curriculum which consists of forty-five (45) college quarter credit hours or its equivalent
29 in semester hours and current participation in the development and implementation of
30 assigned aspects of individual resident treatment activities. Basic salary plus five percent
31 (5%).

32 **REFERENCE #12:**

33 Employees assigned to operate equipment above this level shall be compensated basic
34 salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the
35 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 or SR 99 tunnel and are responsible to monitor, maintain, and operate the highly complex and specialized tunnel systems located only at the I-90 tunnel or SR 99 tunnel.

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 or SR 99 tunnel and are responsible to monitor, maintain, and operate the highly complex and specialized tunnel systems located at the I-90 tunnel or SR 99 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).

1 Assignment pay under this reference shall be paid on an hour for hour basis for every hour
2 worked during an authorized team related assignment or training.

3 **REFERENCE #62:**

4 Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to
5 Northwest High Intensity Drug Trafficking Area and Organized Crime Intelligence Unit
6 employees for performing criminal intelligence and investigative analysis work. Activities
7 include de-confliction communications with other government public safety agencies for
8 officer safety. De-confliction of case information to ensure that officers are not taking
9 action in conflict of another active investigation. Developing criminal link to associates
10 and family members for known or potential criminal activities. Participating in proffer and
11 interviewing with detectives, subjects' individuals and their attorneys. Participating in the
12 service of state and federal search warrants.

13 **REFERENCE #63:**

14 For certified Department of Transportation employees in positions permanently assigned
15 duties that include tree evaluation and felling. Basic salary plus the hourly difference
16 between step M of the Highway Maintenance Worker 2 class and step M of the salary
17 representing a four (4) range increase over the Highway Maintenance Worker 2 class for
18 each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.

19 Reference #64

20 Customer Service Specialists 1-4 at the Department of Labor & Industries will be
21 compensated basic salary range plus five percent (5%) for performing higher level duties in
22 field offices due to handling multiple program areas and multiple agency questions.

23 Reference #64

24
25 Customer Service Specialists 1-4 at the Department of Labor & Industries will be
26 compensated basic salary range plus five percent (5%) for performing higher level duties
27 in field offices due to handling multiple program areas and multiple agency questions.

28
29 Reference #65

30 Equipment Technician 3, Lead, Supervisor will be compensated basic salary range plus ten
31 percent (10%) for performing heavy equipment mechanic work.

32
33 Reference #66

1 Within the Department of Social & Health Services and Department of Children, Youth
2 & Families, Social Service Specialists 1-5 will be compensated basic salary range plus five
3 percent (5%) for performing field services work.

4
5 Reference #67

6 Within the Department of Transportation, employees will be compensated basic salary plus
7 ten percent (10%) for each hour they are required to use fall protection equipment.

8
9 Reference #68

10 Within the Department of Transportation, employees required to perform duties in a
11 mountain pass will be compensated basic salary plus ten percent (10%) for each hour
12 worked.

13
14 Reference #69

15 Any Highway Maintenance Worker who responds to an accident will be compensated basic
16 salary plus five percent (5%) for each hour spent responding to the accident.

17
18 Reference #70

19 Employees required to perform duties maintaining or repairing fire suppression or sprinkler
20 fitters or required to have a NICET certification or license will be compensated basic salary
21 plus ten percent (10%) for each hour performing this work.

22 Reference #70

23 Employees required to perform duties maintaining or repairing fire suppression or sprinkler
24 fitters or required to have a NICET certification or license will be compensated basic salary
25 plus ten percent (10%) for each hour performing this work.

26
27 Reference #71

28 Within the Office of the Attorney General, Legal Office Assistants, Legal Assistants 1-4,
29 Paralegals 1-3, and Legal Administrative Manager will be compensated ten percent (10%)
30 for higher level duties specific to working in the AGO.

31 Reference #72

32 Employees working in the Department of Services for the Blind will be compensated five
33 percent (5%) when required to use Adaptive Technology.

Reference #71

Within the Office of the Attorney General, Legal Office Assistants, Legal Assistants 1-4, Paralegals 1-3, and Legal Administrative Manager will be compensated seven and one-half percent (7.5%) for higher-level duties specific to working in the AGO AGO positions below handle litigation and appellate work at every level of the state and federal court system. AGO acknowledged these higher level duties when we met throughout 2021 for a workgroup to assess the duties and responsibilities.

Reference #73

In the Department of Natural Resources, employees in the Natural Resource Specialist 3 job class serving as a technical expert and performing work based on that technical expertise will be compensated seven and one-half percent (7.5%).

REFERENCE #NEW A:

Basic salary range plus ten percent (10%) for Social Service Specialists who perform unannounced visits in unregulated environments, such as private residences, to conduct investigations for allegations of abuse and/or neglect of vulnerable individuals.

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.

New D: Psychologist - Forensic Evaluator. Propose ten percent (10%) to recognize specific forensic evaluator duties. This was specifically separated out from the Psychologist 4 job class in 2015 and a new job class was established with a 4 range differential. Salary set 4 ranges about Psychologist 4. With recent increase to Psychologist 4, it creates compression, and the 4 range (10%) AP corrects the disparity.

New E: Therapy Supervisor. Fifteen percent (15%) for supervisory responsibility over one or more Psychology Associate positions. With the recent range increase to the Psychology

1 ~~Associate, the Therapy Supervisor is paid 5 ranges less than a position it supervises. The~~
2 ~~15% recognizes and correct the disparity.~~
3
4

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

5

6

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.

1 **"I" RANGE:** This range is five (5) ranges higher than the range approved for Lottery
2 District Sales Representative and it may be applied only to those classifications. Use of this
3 range is limited to sales incentive programs which: (a) may not exceed thirteen (13) weeks
4 for any program; (b) may not exceed four (4) programs in any consecutive twelve (12)
5 months; (c) require achievement of specific goals which are set for each program by the
6 lottery, such goals to be in excess of normal performance standards for the class. At its
7 discretion, Lottery may designate the fourth (4th) quarter incentive program in any fiscal
8 year to compensate employees for the achievement of annual goals. This provision may
9 not be applied to any quarter other than the fourth (4th).

10

11 Lottery is authorized to compensate individual employees on the "I" range for not more
12 than three (3) months as a result of any one (1) sales incentive program, with the number
13 of months as stipulated in the incentive program announcement. Within these limits,
14 movement of any employee to and from the "I" range will be at the discretion of the
15 Lottery, and shall be from and to the same step, subject to change by the employee's
16 periodic increment date.

17

18 **"J" RANGE:** This range is a single rate per hour equivalent to range ~~6269~~, step ~~KL~~. Use
19 is limited to Lottery employees who volunteer and are selected for lottery drawing duty as
20 one (1) of the following: (a) The Lottery Drawing Official (LDO); (b) the Lottery Security
21 Official (LSO); or (c) the Headquarters Drawing Official (HDO), as described under
22 Lottery procedures.

23 Employees performing these functions during their normal working shift will not be
24 eligible for "J" range compensation. Employees performing these functions outside of their
25 shift will be compensated by the "J" rate on an hourly basis with a two (2)-hour minimum
26 per drawing period.

27

28 **"N1" RANGE:** This range applies to nurses represented by the Washington Federation of
29 State Employees and is used for classes requiring licensure as a registered nurse and having
30 a prevailing pay range which is longer than Washington's standard ranges. An "N1" range

1 is a standard range, step A through K, with ten (10) added steps, L through U. Periodic
2 increases through step K of these ranges are made at the same intervals as through standard
3 ranges. Thereafter, an employee receives a one-step increase based on years of experience
4 up to the maximum step of the range.

5
6 **"CC" RANGE:** This range applies to specific job classes in the Department of
7 Corrections. The specific job classes are: Community Corrections Assistant, Community
8 Corrections Officers 1-3, Community Corrections Specialists, Corrections Specialist 3,
9 Correctional Mental Health Counselors 2 and 3, Corrections & Custody Officer 2 and 3,
10 and Correctional Hearings Officer 3 and 4. Periodic increases are made at the same
11 intervals as through standard ranges.

12
13 **"IT" RANGE:** This range applies to the job classifications assigned to the Information
14 Technology Professional structure. Employees within an IT job family and job level will
15 be assigned to one range on the IT salary schedule. Periodic increases through the steps of
16 a range are made at the same intervals as through standard ranges. Each range on the IT
17 salary schedule is independent and not related to the other ranges within the schedule.

18
19 **TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM
Labor Negotiator


09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

 9/21/22

Date

20

21

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

1 A. Wild fire suppression working conditions as specified in this Agreement are
2 considered usual and customary in any wild fire suppression operation to which the
3 Employer has deployed employees.

4
5 B. On all fires, DNR will designate a knowledgeable agency representative or contact
6 to ensure compliance with provisions of this Agreement.

7
8 **5. Length of Deployment**

9 A. The Employer retains sole authority to dispatch employees to fires even
10 when dispatched to inter-agency fires.

11
12 B. Employees will receive one day of rest and recuperation after ten (10)
13 consecutive days of deployment away from the duty station for wildfire
14 suppression duty. If the rest and recuperation day falls on a Sunday or a
15 holiday, the employee will be permitted to have the Sunday or holiday off
16 and take the rest and recuperation day on the following day. If an employee
17 is unable to be scheduled for the rest and recuperation day during
18 deployment and can continue to work safely, the rest and recuperation day
19 will occur on the first calendar day, excluding Sundays and holidays, after
20 returning from fire duty to the employee's regular duty station.

21
22 If an employee's deployment for wildfire suppression exceeds twenty-one
23 (21) days, an additional rest and recuperation day will be earned. If the
24 employee was unable to take the first rest and recuperation day after 10
25 consecutive days, both rest and recuperation days will occur on the first
26 calendar day, excluding Sundays and holidays, after returning from fire duty
27 to the employee's regular duty station.

28
29 C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of
30 travel from the fire incident are excluded in calculating the consecutive days
31 of deployment in Subsection B above. During a rest and recuperation
32 period, the employee will be paid eight (8) hours miscellaneous leave (ten
33 (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest
34 and recuperation leave is paid at the employee's straight time hourly rate.

1
2 D. When a rest and recuperation period as discussed above does not occur
3 because of scheduling considerations before release from fire suppression
4 duty away from an employee's duty station, the employee will take rest and
5 recuperation miscellaneous leave on the first calendar day, excluding
6 Sundays and holidays, after returning from fire duty to the employee's
7 regular duty station.

8
9 E. Deployment beyond fourteen (14) consecutive days requires mutual
10 agreement of the employee's Region/Division Manager, the DNR Resource
11 Protection Division Manager, and the employee. Approval to extend fire
12 duty deployment beyond fourteen (14) consecutive calendar days will
13 include provision for scheduling a rest and recuperation period if not already
14 taken at the earliest opportunity consistent with safety and scheduling
15 considerations.

16
17 **6. Normal Rest Periods**

18 When an employee is deployed under the incident command system to wild fire
19 suppression duty, it is normally appropriate to grant a reasonable rest period after
20 twelve (12) hours of fire line duty. Except when precluded by extraordinary
21 circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.
22

23 **7. Fit for Duty**

24 As in all other instances, employees while deployed to wild fire suppression and/or
25 other emergency duty under the incident command system are responsible within
26 their means to be physically able to resume their duties at the start of each work
27 shift.
28

29 **8. Fire Camp**

30 A. DNR employees are not required to remain in wild fire base camp during
31 off duty hours.
32

1 B. When a wild fire suppression base camp is established for overnight
2 operation and one-way travel to the nearest community does not
3 unreasonably exceed one (1) hour, the Employer will, except when
4 precluded by extraordinary circumstances, provide for round trip
5 transportation to the nearest community for employees who are off duty.

6
7 **9. Laundry Services**

8 After five (5) consecutive calendar days away from their duty station, employees
9 deployed to emergency duty under the incident command system will be entitled to
10 laundry services until released from emergency duty. If contracted laundry services
11 are not provided, employees will be reimbursed for laundry costs incurred pursuant
12 to Office of Financial Management, State Administrative and Accounting Manual,
13 Subsection 10.60.10.

14
15 **10. Return to Normal Duties**

16 A. Upon return to normal duties following release from extended emergency
17 duty under the incident command system, the Employer will provide work for an
18 employee during regular scheduled hours if there is work that the employee can
19 perform safely and productively. If in the immediate supervisor's judgment, there
20 is not work that the employee can safely and productively perform, the immediate
21 supervisor will direct the employee to go off duty and will notify the employee
22 when scheduled to return to duty. If an employee is directed to rest at the duty
23 station, the directed rest time at the duty station is duty time.

24
25 B. If an employee returning from extended emergency duty under the incident
26 command system is directed to go off duty or desires to go off duty, the
27 employee may request to be allowed to delay the start of his or her normal
28 schedule of regular hours and to make up regular shift hours during the
29 remainder of the workday or during the remainder of the workweek without
30 incurring overtime. The Employer will within reason approve such
31 employee requests. The Union acknowledges there may be circumstances
32 that preclude approving a request. When regular hours are made up during
33 the remainder of the workday or during the remainder of the workweek, the
34 regular hours are paid at the straight time rate. If an employee returning
35 from extended emergency duty under the incident command system
36 requests to use accrued vacation leave, the Employer will within reason
37 approve the employee request.

1

2 **11. Meals**

3 All employees involved in fire suppression efforts who are required to remain on
4 duty after 7:00 p.m. are entitled to a nutritious meal and to an additional meal for
5 every four (4) hours of continuous work thereafter, unless an unpaid meal period is
6 provided. Employees who are traveling will not stop for a meal in order to extend
7 duty beyond 7:00 p.m.

8

9 A. In emergency situations, on short notice, when an employee is required to
10 report for duty three (3) or more hours prior to his or her normal work shift,
11 the employee is entitled to a nutritious meal.

12

13 B. Meal delivery requirements may be flexible to facilitate a hot or a better
14 quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of
15 a majority of the employees involved.

16

17 **12. Sleeping Bags**

18 On a project fire, each employee who remains at the site will be provided a sleeping
19 bag and a sleeping pad of good quality.

20

21 **13. Inclement Weather Facilities**

22 On a project fire during inclement weather, reasonably warm and dry facilities will
23 be provided as soon as possible for eating and sleeping.

24

25 **14. Shower Facilities**

26 On a project fire, shower facilities including soap will be made available as soon as
27 possible except when precluded by extraordinary circumstances.

28

29 **15. Air Quality**

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

| 1 **78. Department of Social and Health Services**
2 Adult Training Specialist 1
3 Attendant Counselor 1
4 Claims Officer 1 – Department of Social and Health Services
5 DDS Adjudicator 1
6 Developmental Disabilities Case/Resource Manager Trainee
7 Public Benefits Specialist 2 (9 months, excluding HCS)
8 Public Benefits Specialist 2 (HCS only)
9 Procurement and Supply Specialist 1
10 Social Service Specialist 1, 2, 3, and 4
11 Support Enforcement Officer 1
12 Vocational Rehabilitation Counselor 2 and 3

| 13 **89. Department of Transportation**
14 Highway Maintenance Worker 1 and 2

| 15 **910. Horse Racing Commission**
16 Racing License Specialist
17 Racing Official Assistant
18 Racing Official 1 and 2
19 Racing Pari-Mutuel Inspector
20 Racing Steward

| 21 **4011. Office of the Attorney General**
22 AGO Investigator/Analyst
23 AGO Senior Investigator/Analyst
24 AGO Investigator/Analyst Supervisor
25 Clinical Health Care Investigator
26 Financial Examiner 1
27 Financial Examiner 2
28 Financial Examiner 3
29 Financial Examiner 4
30 Financial Legal Examiner 1
31 Financial Legal Examiner 2
32 Financial Legal Examiner 3
33 Financial Legal Examiner 4

| 34 **4412. Office of the Insurance Commissioner**
35 Health Insurance Advisor 1 and 2

| 36 **4213. Parks and Recreation Commission**
37 Park Ranger 1, 2, 3, and 4

1414. 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)

1416. 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

1417. Washington State Patrol

Forensic Scientist 1, 2, 3, 4, and 5

Fingerprint Technician 1 and 2

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22

Date

APPENDIX S
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023¹
654F	Aircraft Pilot 2	3 Ranges
New	Aircraft Pilot 3	Range 67
New	Aircraft Pilot 4	Range 72
105E	Administrative Assistant 1	3 Ranges
105F	Administrative Assistant 2	3 Ranges
105F	Administrative Assistant 2	1 Ranges
105G	Administrative Assistant 3	4 Ranges
105G	Administrative Assistant 3	1 Ranges
105H	Administrative Assistant 4	2 Ranges
105I	Administrative Assistant 5	2 Ranges
181A	Administrative Hearings Specialist	Range 55
181A	Administrative Hearings Specialist	2 Ranges
181B	Administrative Hearings Supervisor	Range 58
181B	Administrative Hearings Supervisor	2 Ranges
346E	Adult Training Specialist 1	2 Ranges
346F	Adult Training Specialist 2	2 Ranges
346G	Adult Training Specialist 3	2 Ranges
429C	AGO Investigator Analyst	3 Ranges
429C	AGO Investigator Analyst	2 Ranges
429D	AGO Senior Investigator Analyst	3 Ranges
429D	AGO Senior Investigator Analyst	2-1 Ranges
429E	AGO Investigator Analyst Supervisor	3 Ranges
429E	AGO Investigator Analyst Supervisor	2-1 Ranges
568G	Agricultural Commodity Inspector 1	Range 32
568G	Agricultural Commodity Inspector 1	2 Ranges
568I	Agricultural Commodity Inspector 2	Range 36
568I	Agricultural Commodity Inspector 2	2 Ranges
568J	Agricultural Commodity Inspector 3	Range 42
568J	Agricultural Commodity Inspector 3	2 Ranges
568K	Agricultural Commodity Inspector 4	Range 46

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
568K	Agricultural Commodity Inspector 4	2 Ranges
568M	Agricultural Commodity Inspector 5	Range 53
568M	Agricultural Commodity Inspector 5	2 Ranges
568L	Agricultural Commodity Inspection Supervisor	2 Ranges
568L	Agricultural Commodity Inspector Supv	Range 56
603E	Aircraft Mechanic	2 Ranges
603F	Aircraft Mechanic/Inspector	2 Ranges
603G	Aircraft Mechanic Lead	2 Ranges
603H	Aircraft Mechanic Supervisor	2 Ranges
420C	Apprenticeship Consultant 3	4 Ranges
420D	Apprenticeship Consultant 4	4 Ranges
396K	Assistant Deputy State Fire Marshal	Range 48
345F	Attendant Counselor 1	2 Ranges
345G	Attendant Counselor 2	2 Ranges
345H	Attendant Counselor 3	2 Ranges
345J	Attendant Counselor Manager	2 Ranges
458B	Audit Specialist DOT 2	2 Ranges
458C	Audit Specialist DOT 3	3 Ranges
458D	Audit Specialist DOT 4	4 Ranges
618M	Auto Mechanic	6-2 Ranges
618N	Auto Mechanic Lead	6-2 Ranges
618O	Auto Mechanic Supervisor	6-2 Ranges
618Q	Auto Body Repair Tech	6-2 Ranges
597F	Bridge Maint Specialist 1	6-3 Ranges
597G	Bridge Maint Specialist 2	6-2 Ranges
597K	Bridge Maint Specialist 3	6-2 Ranges
597N	Bridge Maint Specialist Lead	6-2 Ranges
447D	Budget Analyst 4	3 Ranges
605E	Carpenter	9 Ranges
605E	Carpenter	6 Ranges
605F	Carpenter Lead	9 Ranges
605F	Carpenter Lead	6 Ranges
605G	Carpenter Supervisor	9 Ranges
605G	Carpenter Supervisor	6 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
515P	Chemist 1	2 Ranges
515Q	Chemist 2	2 Ranges
515R	Chemist 3	2 Ranges
515S	Chemist 4	2 Ranges
602N	Chief Engineer	4 Ranges
424A	Claims Officer 1 - DSHS	14 Ranges
424B	Claims Officer 2 - DSHS	16 Ranges
424C	Claims Officer 3 - DSHS	27 Ranges
424D	Claims Officer 4 - DSHS	27 Ranges
285X	Clinical Nurse Specialist	2 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
627E	Construction & Maint Proj Spec	4 Ranges
627E	Construction & Maint Proj Spec	3 Ranges
627F	Construction & Maint Proj Lead	4 Ranges
627F	Construction & Maint Proj Lead	3 Ranges
627G	Construction & Maint Proj Supv	4 Ranges
627G	Construction & Maint Proj Supv	3 Ranges
596E	Construction & Maint Superintendent 1	4 Ranges
596F	Construction & Maint Superintendent 2	4 Ranges
596G	Construction & Maint Superintendent 3	4 Ranges
596G	Construction & Maint Superintendent 3	2 Ranges
607F	Control Technician	8 Ranges
607F	Control Technician	6 Ranges
607G	Control Technician Lead	8 Ranges
607G	Control Technician Lead	6 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
607H	Control Technician Supervisor	8 Ranges
607H	Control Technician Supervisor	6 Ranges
674G	Cook 1	4 Ranges
674H	Cook 2	4 Ranges
674I	Cook 3	4 Ranges
678I	Custodian 1	1 5 4 Ranges
678J	Custodian 2	1 5 4 Ranges
678K	Custodian 3	1 5 4 Ranges
678L	Custodian 4	2 5 4 Ranges
678M	Custodian 5	2 5 4 Ranges
102A	Customer Service Specialist 1	4 Ranges
102B	Customer Service Specialist 2	4 Ranges
102C	Customer Service Specialist 3	4 Ranges
102D	Customer Service Specialist 4	4 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
168I	DDS Adjudicator 1	3 Ranges
168I	DDS Adjudicator 1	3 Ranges
168J	DDS Adjudicator 2	3 Ranges
168J	DDS Adjudicator 2	3 Ranges
168K	DDS Adjudicator 3	3 Ranges
168K	DDS Adjudicator 3	3 Ranges
168M	DDS Adjudicator 4	3 Ranges
168M	DDS Adjudicator 4	3 Ranges
168L	DDS Adjudicator 5	3 Ranges
168L	DDS Adjudicator 5	3 Ranges
257G	Deaf Interpreter 3	5 2 4 2 Ranges
New	Dental Assistant 2	Range 49
396L	Deputy State Fire Marshal	3 Ranges
294J	Dental Clinic Supervisor 1	1 Range
292F	Dental Hygienist 2	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
292F	Dental Hygienist 2	2 Ranges
351U	Developmental Disability Case/Resource Manager	1 Range
351V	Developmental Disability Outstation Manager	1 Range
351V	Developmental Disability Outstation Manager	1 Range
351X	Developmental Disability Administrator	2 Ranges
351X	Developmental Disability Administrator	1 Range
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
502K	Economic Analyst 2	2 Ranges
502L	Economic Analyst 3	2 Ranges
608F	Electrician	4 Ranges
608F	Electrician	2 Ranges
608G	Electrician - High Voltage	4 Ranges
608G	Electrician - High Voltage	2 Ranges
608H	Electrician Lead	4 Ranges
608H	Electrician Lead	2 Ranges
608I	Electrician Lead High Voltage	4 Ranges
608I	Electrician Lead High Voltage	2 Ranges
608J	Electrician Supervisor	4 Ranges
608J	Electrician Supervisor	2 Ranges
594F	Electronic Comm Systems Tech Field Tech	2 1 2 1 Range
594M	Electronic & Electronic System Spec Trainee	3 Ranges
594M	Electronic & Electronic System Spec Trainee	2 Ranges
594N	Electrical & Electronic System Spec 1	3 Ranges
594N	Electrical & Electronic System Spec 1	2 Ranges
594O	Electrical & Electronic System Spec 2	2 Ranges
594O	Electrical & Electronic System Spec 2	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023/9
594P	Electrical & Electronic System Spec 3	2 Ranges
594P	Electrical & Electronic System Spec 3	2 Ranges
594K	Electrical & Electronic System Specialist Supv Transp	4 Ranges
594K	Electrical & Electronic System Specialist Supv Transp	3 Ranges
592J	Electronic Technician 1	4 Ranges
592K	Electronic Technician 2	4 Ranges
592L	Electronic Technician 3	4 Ranges
592M	Electronic Technician 4	4 Ranges
391Q	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
523E	Environmental Specialist 1	4 Ranges
523E	Environmental Specialist 1	4 Ranges
523F	Environmental Specialist 2	4 Ranges
523F	Environmental Specialist 2	4 Ranges
523G	Environmental Specialist 3	3 4 3 4 3 Ranges
523H	Environmental Specialist 4	3 4 3 4 3 Ranges
523X	Environmental Specialist 5	3 4 3 4 3 Ranges
618R	Equipment Operator 1	5 Ranges
618R	Equipment Operator 1	4 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
618S	Equipment Operator 2	5 Ranges
618S	Equipment Operator 2	4 Ranges
618T	Equipment Operator Lead	5 Ranges
618T	Equipment Operator Lead	4 Ranges
618U	Equipment Operator Supervisor	5 Ranges
618U	Equipment Operator Supervisor	4 Ranges
600I	Equipment Technician 1	6 Ranges
600I	Equipment Technician 1	5 Ranges
600J	Equipment Technician 2	2 Ranges
600J	Equipment Technician 2	4 Ranges
600J	Equipment Technician 2	2 Ranges
600K	Equipment Technician 3	4 Ranges
600K	Equipment Technician 3	2 Ranges
600L	Equipment Technician Lead	4 Ranges
600L	Equipment Technician Lead	2 Ranges
600M	Equipment Technician Supervisor	4 Ranges
600M	Equipment Technician Supervisor	2 Ranges
305C	Ergonomist 3	2 Ranges
305D	Ergonomist 4	2 Ranges
180B	ES Benefits Specialist 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
New	External Civil Rights Compliance Specialist 3	Range 59
New	External Civil Rights Compliance Specialist 4	Range 64
653P	Ferry Operator Assistant	2 Ranges
652P	Ferry Operator	2 Ranges
652Q	Ferry Operator Senior	2 Ranges
598N	Facility Services Coordinator	4 Ranges
New	Factory Assembled Structures Inspector 2	Range 61E

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023¹⁹
422Q	Financial Legal Examiner 2	1 Range
507H	Fingerprint Technician 1	2 Ranges
507I	Fingerprint Technician 2	2 Ranges
507J	Fingerprint Lead Technician	2 Ranges
143I	Fiscal Analyst 1	5 Ranges
143J	Fiscal Analyst 2	5 Ranges
143K	Fiscal Analyst 3	5 Ranges
143L	Fiscal Analyst 4	2 Ranges
143L	Fiscal Analyst 4	5 Ranges
143M	Fiscal Analyst 5	3 Ranges
143M	Fiscal Analyst 5	5 Ranges
151E	Fiscal Specialist 1	4 Range
151E	Fiscal Specialist 1	4 Ranges
151F	Fiscal Specialist 2	4 Ranges
151H	Fiscal Specialist Supervisor	4 Ranges
148L	Fiscal Technician 1	4 Ranges
148M	Fiscal Technician 2	2 Ranges (includes 1 Range from Appen J)
148M	Fiscal Technician 2	4 Ranges
148M	Fiscal Technician 2	2 Ranges
148N	Fiscal Technician 3	4 Ranges
148N	Fiscal Technician 3	2 Ranges
148O	Fiscal Technician Lead	4 Ranges
148O	Fiscal Technician Lead	2 Ranges
148P	Fiscal Technician Supervisor	4 Ranges
148P	Fiscal Technician Supervisor	2 Ranges
677E	Food Service Manager 1	4 2 Ranges
677F	Food Service Manager 2	4 2 Ranges
677G	Food Service Manager 3	4 2 Ranges
677H	Food Service Manager 4	2 Ranges
675F	Food Service Worker	4 2 Ranges
675G	Food Service Worker Lead	4 2 Ranges
675H	Food Service Supervisor 1	4 2 Ranges
675I	Food Service Supervisor 2	4 2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
347J	Forensic Care Associate 1	42 1 Range
New	Forensic Care Associate 2	Range 47 48 47
New	Forensic Care Associate 3	Range 50 51 50
567A	Grain Sampler/Weigher	Range 36
567A	Grain Sampler/Weigher	2 Ranges
567A	Grain Sampler/Weigher	2 Ranges
567B	Grain Inspector 1	Range 42
567B	Grain Inspector 1	2 Ranges
567B	Grain Inspector 1	2 Ranges
567C	Grain Inspector 2	Range 46
567C	Grain Inspector 2	2 Ranges
567C	Grain Inspector 2	2 Ranges
567D	Grain Inspector 3	Range 53
567D	Grain Inspector 3	2 Ranges
567E	Grain Inspector Supervisor	Range 56
567E	Grain Inspector Supervisor	2 Ranges
184A	Grain Warehouse Examiner	Range 53
184B	Grain Warehouse Examiner Senior	Range 56
591I	Grounds & Nursery Services Spec 1	6 2 Ranges
591J	Grounds & Nursery Services Spec 2	6 2 Ranges
591K	Grounds & Nursery Services Spec 3	6 2 Ranges
591L	Grounds & Nursery Services Spec 4	6 1 Range
591M	Grounds & Nursery Services Spec 5	6 Ranges
591N	Grounds & Nursery Services Spec 6	6 Ranges
351Z	Habilitation Plan Administrator	1 Range
428E	Health Care Investigator 1	3 Ranges
428F	Health Care Investigator 2	3 Ranges
428G	Health Care Investigator 3	3 Ranges
428H	Health Care Investigator 4	3 Ranges
281A	Health Record Technician 1	Range 44
281B	Health Record Technician 2	Range 49
422I	Hearings Examiner 1	1 4 1 Range
422J	Hearings Examiner 2	1 4 1 Range
422K	Hearings Examiner 3	2 4 2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023¹⁹
621L	Heating, Ventilation and Air Conditioning Technician	2 Ranges
621J	Heating, Ventilation and Air Conditioning Supervisor	2 Ranges
596P	Highway Maintenance Worker 1	Range 38E
596P	Highway Maintenance Worker 1	6 Ranges
596Q	Highway Maintenance Worker 2	Range 46E
596R	Highway Maintenance Worker 2	6 Ranges
596R	Highway Maintenance Worker 2	4 Ranges
596R	Highway Maintenance Worker 3	Range 51E
596S	Highway Maintenance Worker 3	6 Ranges
596S	Highway Maintenance Worker 3	4 Ranges
596X	Highway Maintenance Worker 4	Range 53E
596X	Highway Maintenance Worker 4	6 Ranges
596X	Highway Maintenance Worker 4	4 Ranges
596T	Highway Maintenance Worker Supervisor	Range 55E
596T	Highway Maintenance Worker Supv	6 Ranges
596T	Highway Maintenance Worker Supv	4 Ranges
119E	Human Resource Consultant 1	1 Range
119F	Human Resource Consultant 2	2 Ranges
119G	Human Resource Consultant 3	4 Ranges
119H	Human Resource Consultant 4	4 Ranges
62H	HVAC Tech	4 Ranges
62H	HVAC Tech	2 Ranges
62H	HVAC Supv	4 Ranges
62H	HVAC Supv	2 Ranges
348I	Institution Counselor 1	2 Ranges
348J	Institution Counselor 2	2 Ranges
348K	Institution Counselor 3	2 Ranges
255M	Instructional & Classroom Tech 1	3 Ranges
255N	Instructional & Classroom Tech 2	3 Ranges
255Q	Instructional & Classroom Tech 3	3 Ranges
255Q	Instructional & Classroom Tech 4	3 Ranges
427P	Investigator 1	1 Range
427P	Investigator 1	3 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023¹⁹
427Q	Investigator 2	3 Ranges
427R	Investigator 3	3 Ranges
427S	Investigator 4	3 Ranges
481C	IT Support Technician 1	Range 42
481D	IT Support Technician 2	Range 46
355E	Juvenile Rehabilitation Counselor Assistant	3 Ranges
355E	Juvenile Rehabilitation Counselor 1	2 Ranges
355G	Juvenile Rehabilitation Counselor 2	2 Ranges
355I	Juvenile Rehabilitation Counselor Specialist	2 Ranges
355K	Juvenile Rehabilitation Counselor 3	2 Ranges
385P	Juvenile Rehabilitation Officer 1	2 1 Range
385Q	Juvenile Rehabilitation Officer 2	2 1 Range
New	Juvenile Rehabilitation Officer 3	Range 46-50 46
385R	Juvenile Rehabilitation Security Manager	2 Ranges
385P	Juvenile Rehabilitation Security Officer 1	2 Ranges
385Q	Juvenile Rehabilitation Security Officer 2	2 Ranges
425D	Legal Office Assistant	6 Ranges
425D	Legal Office Assistant	2 Ranges
425E	Legal Assistant 1	6 Ranges
425E	Legal Assistant 1	2 Ranges
425F	Legal Assistant 2	6 Ranges
425F	Legal Assistant 2	1 Range
425G	Legal Assistant 3	6 Ranges
425H	Legal Assistant 4	6 Ranges
425I	Legal Administrative Manager	6 Ranges
262I	Library & Archival Paraprofessional 1	4 Ranges
458G	Licensing Services Representative 3	2 Ranges
458G	Licensing Services Representative 3	2 Ranges
458G	Licensing Services Representative 3	2 Ranges
458H	Licensing Services Representative 4	2 Ranges
458H	Licensing Services Representative 4	2 Ranges
458H	Licensing Services Representative 4	2 Ranges
459I	Licensing Services Manager 1	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
459I	Licensing Services Manager	2 Ranges
459I	Licensing Services Manager	2 Ranges
262J	Library & Archives Paraprofessional 2	2 Ranges
262J	Library & Archival Paraprofessional 2	4 Ranges
262L	Library & Archival Paraprofessional 3	4 Ranges
262M	Library & Archives Paraprofessional 4	4 Ranges
262M	Library & Archival Paraprofessional 4	4 Ranges
261A	Library & Archives Professional 1	5 Ranges
261A	Library & Archival Professional 1	4 Ranges
261B	Library & Archival Professional 2	4 Ranges
261C	Library & Archival Professional 3	4 Ranges
261D	Library & Archival Professional 4	4 Ranges
261D	Library & Archival Professional 4	3 Ranges
286B	Licensed Practical Nurse 2	4 Ranges
286D	Licensed Practical Nurse 4	4 Ranges
283E	Long Term Care Surveyor	4 Ranges
283E	Long Term Care Surveyor	3 Ranges
283E	Long Term Care Surveyor	2 Ranges
283E	Long Term Care Surveyor	2 Ranges
678H	Maintenance Custodian	5-2-4-2 Ranges
626J	Maintenance Mechanic 1	2 Ranges
626J	Maintenance Mechanic 1	3 Ranges
626J	Maintenance Mechanic 1	1 Ranges
626K	Maintenance Mechanic 2	1 Range
626K	Maintenance Mechanic 2	3 Ranges
626K	Maintenance Mechanic 2	1 Ranges
626L	Maintenance Mechanic 3	1 Range
626L	Maintenance Mechanic 3	4 Ranges
626L	Maintenance Mechanic 3	2 Ranges
626M	Maintenance Mechanic 4	4 Ranges
626M	Maintenance Mechanic 4	2 Ranges
596I	Maintenance Specialist 2	7 Ranges
596I	Maintenance Specialist 2	4 Ranges
596J	Maintenance Specialist 3	7 Ranges
596K	Maintenance Specialist 4	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023¹⁹
<u>596L</u>	Maintenance Specialist 5	<u>3 Ranges</u>
<u>598E</u>	Maintenance Supervisor 3	<u>4 Ranges</u>
<u>598P</u>	Maintenance Operations Asst. Superintendent	<u>4 Ranges</u>
<u>598Q</u>	Maintenance Operations Superintendent	<u>4 Ranges</u>
<u>598R</u>	Maintenance Operations Staff Assistant	<u>4 Ranges</u>
<u>109K</u>	Management Analyst 3	<u>2 Ranges</u>
<u>109L</u>	Management Analyst 4	<u>2 Ranges</u>
<u>109M</u>	Management Analyst 5	<u>3 Ranges</u>
<u>617F</u>	Mason Plasterer	<u>8 Ranges</u>
<u>617E</u>	Mason Plasterer	<u>4 Ranges</u>
<u>170E</u>	Medical Assistance Specialist 1	<u>2 Ranges</u>
<u>170G</u>	Medical Assistance Specialist 3	<u>18-26 Range</u>
<u>183A</u>	Medical Coding Specialist	<u>Range 44</u>
<u>182A</u>	Medical Program Assistant	<u>Range 38</u>
<u>162E</u>	Medical Program Specialist 1	<u>2 Ranges</u>
<u>162F</u>	Medical Program Specialist 2	<u>2 Ranges</u>
<u>162G</u>	Medical Program Specialist 3	<u>2 Ranges</u>
<u>347P</u>	Mental Health Program Specialist	<u>3-4 Ranges</u>
<u>347L</u>	Mental Health Technician 1	<u>3-4 Ranges</u>
<u>347M</u>	Mental Health Technician 2	<u>3-4 Ranges</u>
<u>347N</u>	Mental Health Technician 3	<u>3-4 Ranges</u>
<u>515J</u>	Microbiologist 1	<u>2 Ranges</u>
<u>515J</u>	Microbiologist 1	<u>2 Ranges</u>
<u>515K</u>	Microbiologist 2	<u>2 Ranges</u>
<u>515L</u>	Microbiologist 3	<u>2 Ranges</u>
<u>515M</u>	Microbiologist 4	<u>2 Ranges</u>
<u>517E</u>	Natural Resource Operations Supervisor 1	<u>2 Ranges</u>
<u>516K</u>	Natural Resource Scientist 1	<u>3 Ranges</u>
<u>516K</u>	Natural Resource Scientist 1	<u>3 Ranges</u>
<u>516L</u>	Natural Resource Scientist 2	<u>3 Ranges</u>
<u>523U</u>	Natural Resource Specialist 3	<u>1 Range</u>
<u>516M</u>	Natural Resource Scientist 3	<u>3 Ranges</u>
<u>516N</u>	Natural Resource Scientist 4	<u>3 Ranges</u>
<u>287E</u>	Nursing Assistant	<u>4 Ranges</u>

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023
287E	Nursing Assistant	4-2 Ranges
287F	Nursing Assistant Lead	4 Ranges
287H	Nursing Assistant Lead	4-2 Range
287D	Nursing Assistant Residential Living	4 Ranges
287D	Nursing Assistant Residential Living	4-2 Range
392E	Occupational Safety & Health Professional 1	3 Ranges
392E	Occupational Safety & Health Professional 1	3 Ranges
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
306N	Occupational Therapist 1	4 Ranges
306N	Occupational Therapist 1	3 Ranges
306N	Occupational Therapist 1	2 Ranges
306O	Occupational Therapist 2	4 Ranges
306O	Occupational Therapist 2	3 Ranges
306O	Occupational Therapist 2	2 Ranges
306P	Occupational Therapist 3	4 Ranges
306P	Occupational Therapist 3	3 Ranges
306P	Occupational Therapist 3	2 Ranges
306R	Occupational Therapist Supv	4 Ranges
306R	Occupational Therapist Supv	3 Ranges
310H	Occupational Therapy Assistant 1	8 Ranges
310H	Occupational Therapy Assistant 1	4 Ranges
310I	Occupational Therapy Assistant 2	8 Ranges
310I	Occupational Therapy Assistant 2	4 Ranges
100H	Office Assistant 1	4 Ranges
100H	Office Assistant 1	2 Ranges
100I	Office Assistant 2	4 Ranges
100I	Office Assistant 2	2 Ranges
100J	Office Assistant 3	4 Ranges
100J	Office Assistant 3	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
100K	Office Assistant Lead	4 Ranges
100K	Office Assistant Lead	2 Ranges
100L	Office Support Supervisor 1	4 Ranges
100L	Office Support Supervisor 1	2 Ranges
100M	Office Support Supervisor 2	4 Ranges
100M	Office Support Supervisor 2	2 Ranges
100R	Office Support Supervisor 3	4 Ranges
100R	Office Support Supervisor 3	2 Ranges
106J	Office Manager	4 Ranges
106J	Office Manager	2 Ranges
125M	Operations Research Specialist	Range 68
619F	Painter	9 Ranges
619F	Painter	6 Ranges
619H	Painter Lead	9 Ranges
619H	Painter Lead	6 Ranges
619I	Painter Supervisor	9 Ranges
619I	Painter Supervisor	6 Ranges
426E	Paralegal 1	1-6 Range
426F	Paralegal 2	1-6 Range
426G	Paralegal 3	1-6 Range
678N	Park Aide	5 Ranges
678N	Park Aide	2 Ranges
389A	Park Ranger 1	4 Ranges
389A	Park Ranger 1	3 Ranges
389A	Park Ranger 1	2 Ranges
389B	Park Ranger 2	5 Ranges
389B	Park Ranger 2	4 Ranges
389B	Park Ranger 2	2 Ranges
389C	Park Ranger 3	4 Ranges
389C	Park Ranger 3	3 Ranges
389D	Park Ranger 4	3 Ranges
389D	Park Ranger 4	3 Ranges
101G	PBX & Telephone Operator	9 Ranges
101G	PBX & Telephone Operator	9 Ranges
101H	PBX Chief Operator	9 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023-19
101H	PBX Chief Operator	9 Ranges
New	Pest Biologist 4	Range 58
306T	Physical Therapist 1	2 Ranges
306U	Physical Therapist 2	2 Ranges
306V	Physical Therapist 3	2 Ranges
306W	Physical Therapist Specialist	2 Ranges
306X	Physical Therapist Supv	2 Ranges
310E	Physical Therapy Assistant 1	2 Ranges
310F	Physical Therapy Assistant 2	2 Ranges
291C	Physician Assistant	4 Ranges
291D	Physician Assistant Lead	4 Ranges
595S	Plant Manager 1	4 Ranges
595S	Plant Manager 1	2 Ranges
621F	Plumber/Pipefitter/Steamfitter	4 Ranges
621F	Plumber/Pipefitter/Steamfitter	2 Ranges
621G	Plumber/Pipefitter/Steamfitter Lead	4 Ranges
621G	Plumber/Pipefitter/Steamfitter Lead	2 Ranges
621H	Plumber/Pipefitter/Steamfitter Supv	4 Ranges
621H	Plumber/Pipefitter/Steamfitter Supv	2 Ranges
114E	Procurement & Supply Specialist 1	4-2 Ranges
114F	Procurement & Supply Specialist 2	4 Ranges
114G	Procurement & Supply Specialist 3	4 Ranges
114H	Procurement & Supply Specialist 4	4 Ranges
115E	Procurement & Supply Support Spec1	4 Ranges
115E	Procurement & Supply Support Specialist 1	2 Ranges
115F	Procurement & Supply Support Spec2	4 Ranges
115F	Procurement & Supply Support Specialist 2	1 Range
115G	Procurement & Supply Support Spec3	4 Ranges
507E	Property & Evidence Custodian	5 Ranges
507E	Property & Evidence Custodian	4-3 Ranges
107M	Program Assistant	4 Ranges
107M	Program Assistant	1 Ranges
107M	Program Assistant	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
107N	Program Coordinator	4 Ranges
107N	Program Coordinator	1 Ranges
107N	Program Coordinator	2 Ranges
107I	Program Specialist 2	4 Ranges
107I	Program Specialist 2	1 Ranges
348N	Psychiatric Child Care Counselor 1	4 Ranges
348O	Psychiatric Child Care Counselor 2	4 Ranges
348P	Psychiatric Child Care Counselor 3	4 Ranges
286E	Psychiatric Security Nurse	4 Ranges
352I	Psychiatric Social Worker 1	2 Ranges
352I	Psychiatric Social Worker 1	1 Range on GS scale
352J	Psychiatric Social Worker 2	2 Ranges
352J	Psychiatric Social Worker 2	1 Range on GS scale
352J	Psychiatric Social Worker 2	2 Range
352K	Psychiatric Social Worker 3	2 Ranges on GS scale
352K	Psychiatric Social Worker 3	1 Range on GS scale
352L	Psychiatric Social Worker 4	Move to GS Scale
352L	Psychiatric Social Worker 4	1 Range on GS Scale
362 F	Psychologist - Forensic Evaluator	4 Ranges
165G	Public Benefits Specialist 1	Range 40
165G	Public Benefits Specialist 1	2-1 Range
165H	Public Benefits Specialist 2	Range 45
165H	Public Benefits Specialist 2	2-1 Ranges
165I	Public Benefits Specialist 3	Range 48
165I	Public Benefits Specialist 3	2-1 Range
165J	Public Benefits Specialist 4	Range 50
165J	Public Benefits Specialist 4	3-2-1 Range
165K	Public Benefits Specialist 5	Range 53
165K	Public Benefits Specialist 5	3-1 Range
165E	Quality Control Specialist	5 Ranges
701E	Recreation & Athletic Specialist 1	4 Ranges
701E	Recreation & Athletic Specialist 1	4 Ranges
701F	Recreation & Athletic Specialist 2	4 Ranges
701F	Recreation & Athletic Specialist 2	4-3 Ranges
701G	Recreation & Athletic Specialist 3	4 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
701G	Recreation & Athletic Specialist 3	4-3 Ranges
701H	Recreation & Athletic Specialist 4	4 Ranges
701H	Recreation & Athletic Specialist 4	4-2 Ranges
306I	Recreation Therapist 1	4 Ranges
306I	Recreation Therapist 1	4 Ranges
306J	Recreation Therapist 2	4-2-4-2 Ranges
306L	Recreation Therapist Supervisor	4 Ranges
306L	Recreation Therapist Supervisor	4 Ranges
622E	Refrigeration Mechanic	8 Ranges
622E	Refrigeration Mechanic	6 Ranges
622F	Refrigeration Mechanic Lead	8 Ranges
622F	Refrigeration Mechanic Lead	6 Ranges
622G	Refrigeration Mechanic Supervisor	8 Ranges
622G	Refrigeration Mechanic Supervisor	6 Ranges
285F	Registered Nurse 2	2 Ranges
285G	Registered Nurse 3	2 Ranges
344E	Rehabilitation Technician 1	2-3-2 Ranges
344F	Rehabilitation Technician 2	4 Ranges
344F	Rehabilitation Technician 2	1 Range
347E	Residential Rehabilitation Counselor 1	2 Ranges
347F	Residential Rehabilitation Counselor 2	2 Ranges
347G	Residential Rehabilitation Counselor 3	2 Ranges
347H	Residential Rehabilitation Counselor 4	2 Ranges
345L	Residential Services Coordinator	3-2 Ranges
257J	Residential/Student Life Counselor	5 Ranges
174E	Revenue Agent 1	2 Ranges
522G	Scientific Technician 3	3 Ranges
100S	Secretary	4 Ranges
100S	Secretary	2 Ranges
100T	Secretary Senior	4 Ranges
100T	Secretary Senior	2 Ranges
100U	Secretary Lead	4 Ranges
100U	Secretary Lead	2 Ranges
100V	Secretary Supervisor	4 Ranges
100V	Secretary Supervisor	2 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023
385K	Security Guard 1	2 Ranges
385L	Security Guard 2	2 Ranges
385L	Security Guard 2	2 Ranges
385M	Security Guard 3	2 Ranges
385M	Security Guard 3	2 Ranges
5678O	Senior Park Aide	5 Ranges
594H	Senior Telecom Specialist	2 Ranges
594H	Senior Telecom Specialist	2 Ranges
349E	Social and Health Program Consultant 1	2 Ranges
349F	Social & Health Program Consultant 2	2 Ranges
349G	Social & Health Program Consultant 3	2 Ranges
349H	Social and Health Program Consultant 4	2 Ranges
349H	Social & Health Program Consultant 4	2 Ranges
351O	Social Service Specialist 1	2 Ranges
351P	Social Service Specialist 2	1 Range
351P	Social Service Specialist 2	1 Range
351Q	Social Service Specialist 3	1 Range
351Q	Social Service Specialist 3	1 Range
351M	Social Service Specialist 4	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
351R	Social Service Specialist 5	1 Range
351J	Social Service Training Specialist	2 Ranges
308E	Speech Pathologist/Audio Spec 1	2 Ranges
308E	Speech Pathologist/Audio Spec 1	1 Ranges
308F	Speech Pathologist/Audio Spec 2	2 Ranges
308F	Speech Pathologist/Audio Spec 2	1 Ranges
308G	Speech Pathologist/Audio Spec 3	2 Ranges
308G	Speech Pathologist/Audio Spec 3	1 Ranges
308G	Speech Pathologist/Audio Specialist 3	4 Ranges
453I	State Metrologist	6 Ranges
602J	Stationary Engineer 1	4 Ranges
602K	Stationary Engineer 2	4 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
602L	Stationary Engineer 3	4 Ranges
602M	Stationary Engineer 4	4 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
594I	Telemetry Systems Specialist	2 Ranges
594I	Telemetry Systems Specialist	2 Ranges
310P	Therapy Aide	4 Ranges
310Q	Therapy Assistant	4 Ranges
310Q	Therapy Assistant	4 Ranges
306Y	Therapies Supervisor	6 Ranges
430E	Tort Claims Investigator 1	3 Ranges
430F	Tort Claims Investigator 2	3 Ranges
632I	Truck Driver 1	6 Ranges
632I	Truck Driver 1	2 Ranges
632J	Truck Driver 2	3 Ranges
632J	Truck Driver 2	6-2 Ranges
632K	Truck Driver 3	3 Ranges
632K	Truck Driver 3	6-2 Ranges
596U	Tunnel Maint Supv (See Electrical & Electronic System Specialist Supv Transp class code: 594K)	2 Ranges
595K	Utility Worker 1	6 Ranges
595K	Utility Worker 1	3 Ranges
595L	Utility Worker 2	6 Ranges
595L	Utility Worker 2	3 Ranges
595M	Utility Worker 3	6 Ranges
595M	Utility Worker 3	3 Ranges
595N	Utility Worker 4	6 Ranges
595N	Utility Worker 4	3 Ranges
524B	Veterinary Specialist 2	5 Ranges
427V	Violent Crime Criminal Info Analyst	4 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
427V	Violent Crime Criminal Info Analyst	2 Ranges
353V	Vocational Services Specialist 1	4 Ranges
353V	Vocational Services Specialist 1	1 Ranges
353W	Vocational Services Specialist 2	4 Ranges
353W	Vocational Services Specialist 2	3 Ranges
353Y	Vocational Services Specialist 3	4 Ranges
353Y	Vocational Services Specialist 3	3 Ranges
353Z	Vocational Services Specialist 4	4 Ranges
353Z	Vocational Services Specialist 4	3 Ranges
117I	Warehouse Operator 1	3 Ranges
117I	Warehouse Operator 1	6 Ranges
117I	Warehouse Operator 1	2 Ranges
117J	Warehouse Operator 2	2 Ranges
117J	Warehouse Operator 2	6 Ranges
117J	Warehouse Operator 2	2 Ranges
117K	Warehouse Operator 3	2 Ranges
117K	Warehouse Operator 3	6 Ranges
117K	Warehouse Operator 3	2 Ranges
117L	Warehouse Operator 4	6 Ranges
117L	Warehouse Operator 4	2 Ranges
602U	Wastewater Treatment Plant Oper 2	4 Ranges
602U	Wastewater Treatment Plant Oper 2	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 53
New	Web & UI/UX Specialist 2	Range 57
New	Web & UI/UX Specialist 3	Range 61
453E	Weights & Measures Comp Spec 1	2 Ranges
453F	Weights & Measures Comp Spec 2	2 Ranges
453G	Weights & Measures Comp Spec Supv	2 Ranges
630E	Welder	8 Ranges
630E	Welder	4 Ranges

GENERAL SERVICE (GS) INCREASES		NEW RANGE OR RANGE INCREASES EFFECTIVE 7/1/2023 ¹⁹
168Q	Workers' Compensation Adjudicator 1	3 Ranges
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
351L	WorkFirst Program Specialist	3 Ranges
351L	WorkFirst Program Specialist	2 Ranges
351N	WorkFirst Program Supervisor	1 Range
358E	WorkSource Specialist 1	4 Ranges
358F	WorkSource Specialist 2	4 Ranges
358H	WorkSource Specialist 2	1 Ranges
358G	WorkSource Specialist 3	4-3 Ranges
358H	WorkSource Specialist 4	4-2 Ranges
358I	WorkSource Specialist 5	4-2 Ranges
358J	WorkSource Specialist 6	4-3 Ranges

N1 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 64
384B	Corrections & Custody Officer 2	4 Ranges
384C	Corrections & Custody Officer 3	4 Ranges

11

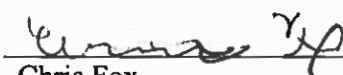
TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



09/21/2022



9/21/22

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

12

13

~~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~~

Appendix XX

REDEPLOYMENT

~~- During the COVID response, some~~ in emergencies there may be mandated conditions
that are outside of the Employer's control requiring immediate redeployment of the
workforce. 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 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 to address the 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.]CC(U)

~~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.~~

- 1 • Agencies ~~will~~may identify when emergency staffing is needed, any emergent
2 workforce shortages and the number of employees and skills required to fill those
3 shortages. Other agencies may ~~offer~~identify employees that can be redeployed to
4 help fill the identified shortages. The technical details required for effective
5 ~~interagency sharing~~redeployment, including training, equipment needs, work
6 assignments, and payroll/benefit reimbursement, will be determined on a case-by-
7 case basis between the two agencies. ~~Agencies will complete an interagency~~
8 ~~agreement with each agency it intends to share employees with and such agreement~~
9 ~~may include these details.~~

- 10 • The lending agency offering to share employees will notify the Union when they
11 are redeploying an employee considering an interagency agreement. The
12 notification to the Union will include at a minimum which employees will be
13 redeployed ~~offered to the~~an agency in need, the employee's current job class, the
14 type of work and scope that will be performed for the receiving agency, and the
15 anticipated duration. Upon request, the employer will bargain with the Union over
16 impacts of the redeployment within the scope of bargaining.

- 17 • The Employer will seek volunteers for redeployment prior to requiring employees
18 to redeploy. The Employer will make every effort to assign employees to their
19 current geographic region when redeployed to another agency and no redeployment
20 will exceed 3 months unless there is mutual agreement to extend for a longer period.

- 21 • Employees may be redeployed into a non-permanent appointment outside their
22 agency. Non-permanent appointments will not exceed three (3) months. A non-
23 permanent appointee must have the skills, abilities, or licensure required to
24 perform the work. Employees who are redeployed ~~shared~~ to other agencies will
25 ~~remain on their home agency's payroll and in their current assigned positions and~~
26 ~~will not have their pay reduced when performing duties for another agency.~~
27 Employees performing the full scope of duties of a higher level classification
28 while working for another agency will be compensated according to the
29 compensation provisions of their CBA. The redeployed employee will comply

1 with all safety and health practices and standards established by the receiving
2 agency. The receiving agency will determine and provide the required safety
3 devices, ^{o p p e r n e l} personal protective equipment and appeal needed. The receiving agency
4 will provide employees with orientation and/or training to perform their jobs
5 effectively and safely.

- 6 • Employees ~~Non-permanent employees who are shared-redeployed into~~ with a non-
7 permanent position ~~another agency will~~ have return rights and will be notified, in
8 writing, of their return rights to their exact same position and work schedule they
9 previously held at the time of redeployment. ~~be eligible to have their non-permanent~~
10 time extended by the amount of time they are assigned to work for the agency in
11 need.
- 12 • Employees who are in a nonpermanent appointment at the time of redeployment to
13 another state agency will have their nonpermanent appointment extended at their
14 lending agency for the time period in which the employee was redeployed, but in
15 accordance with the provisions of this CBA.
- 16 • Employees within a trial service period who are ~~shared with~~ redeployed to another
17 agency will have the time worked for the receiving agency applied toward their trial
18 service. This does not preclude their Employer from extending their trial service
19 period for other reasons, in accordance with the collective bargaining agreement.
- 20 • Travel time and mileage costs incurred by the employee during their redeployment
21 assignment with the receiving agency will be paid by the receiving agency in
22 accordance with the SAAM.
- 23 • Employees who are ~~shared-redeployed~~ to other agencies will be notified in advance
24 if a background check is required by the receiving agency. Employees have the
25 right to decline the redeployment assignment if a background check is required.
- 26 • The Union agrees that the work performed by the employee for the receiving
27 agency is only temporary to meet the emergent business needs and will not become
28 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.

- This agreement will remain in effect through the duration of a signed interagency agreement or until June 30, 2022, whichever is later, unless extended by mutual agreement.

~~Dated November 8, 2021~~

For the Employer:

~~For the Union:~~


~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSCME Council 28
Executive Director~~

TENTATIVE AGREEMENT REACHED

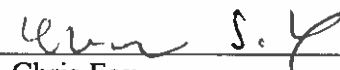
For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

08/22/2022
Date



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator


8/22/22
Date

APPENDIX XXXDVA
Job Classes eligible under Article 21, Section 21.5.

PERSONNEL AREA DESC.	JOB CLASS DESCRIPTION
Soldiers Home and Colony	CARPENTER
	ELECTRICIAN
	GROUND & NURSERY SERVICES SPECIALIST 2
	GROUND & NURSERY SERVICES SPECIALIST 3
	MAINTENANCE MECHANIC 1
	MAINTENANCE MECHANIC 2
	PAINTER
	STATIONARY ENGINEER 2
Washington Veterans Home	CARPENTER
	GROUND & NURSERY SERVICES SPECIALIST 2
	GROUND & NURSERY SERVICES SPECIALIST 3
	MAINTENANCE MECHANIC 1
	PAINTER
	PLANT MANAGER 1
	PLANT MANAGER 2
	PLUMBER/PIPEFITTER/STEAMFITTER
	STATIONARY ENGINEER 2
Spokane Veterans Home	STATIONARY ENGINEER 3
	MAINTENANCE MECHANIC 1
Port Orchard Veterans Home	PLANT MANAGER 2
Walla Walla Veterans Home	LAUNDRY WORKER 1
	MAINTNEANCE MECHANIC 2

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/23/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/23/22

Date

**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~~ two and one-half 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 _____


TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

Attachment A

Agency	Location
DCYF	JR Secure Residential Facilities JR Community Residential Facilities
DSHS-BHA	Eastern State Hospital Western State Hospital (Civil and Gage) Special Commitment Center (to include Secure Community Transition Facilities) Child Study Treatment Center Fort Steilacoom Competency Restoration Program Maple Lane Competency Restoration program Maple Lane Residential Treatment Facility Maple Lane NGRI Brockmann Campus Residential Treatment facility
DSHS-DDA	Lakeland Village RHC Rainier School RHC Fircrest School RHC Yakima School RHC State Operated Community Residential
DVA	Orting Port Orchard Spokane Walla Walla

ARTICLE #42-ADDENDUM
COMPENSATION NEW SECTION ONE TIME RETENTION/RECOGNITION
BONUS

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.

1
2 C. Bargaining unit employees will only receive one lump sum payment regardless,
3 of whether if they occupy more than one position within State government or
4 higher education.
5

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

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

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

15 F.

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

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

22 **TENTATIVE AGREEMENT REACHED**

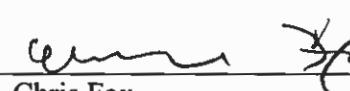
For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

XVBYZ 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

A. 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. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation. Employees who provide proof of up to date COVID-19 vaccination, to include boosters, will receive a one time lump sum payment pursuant to Article 42, Section D Lump Sum of this MOU 42.38 Lump Sum. 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.

Quarantine Following Exposure Risk

If the Employer requires an employee to quarantine, following an exposure to a contagious disease, the employee will be released with no loss of pay for the duration recommended by the Centers for Disease Control (CDC). An employee

28 may be required to telework during the quarantine period. The employee is not
29 permitted to report to the worksite during the time they are in quarantine. If the
30 employee is directed to telework and declines to do so, the employee must use their
31 own accrued leave or be in a leave without pay status for the time in quarantine.

32 If at any time during the recommended quarantine period the employee becomes
33 symptomatic or tests positive for COVID-19 or other contagious disease, they will
34 be no longer considered in quarantine and would move to an isolation period.
35 Employees in the isolation period would be required to use accrued leave in
36 accordance with the collective bargaining agreement or may telework, if they feel
37 well enough to work and are approved to do so, until such time as they are no longer
38 deemed contagious.

39 If the employee's accrued sick leave is at risk of falling under forty (40) hours, they
40 may request shared leave from the shared leave bank if they are required to isolate
41 or quarantine and the employer is unable to accommodate an alternative work
42 assignment.

43 Testing
44

45 If the employer requires an employee to get a Covid-19 or other test, it shall be
46 done on the Employer's time and expense, including any needed travel time.

47 When an employee tests positive and is sent home to isolate and the confirmation
48 test comes back negative, any use of accrued leave during the isolation period will
49 be credited back to the employee's leave bank.
50
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**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:

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.

TENTATIVE AGREEMENT REACHED

For the Employer:

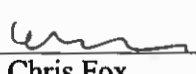


Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22

Date

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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, ~~2021–2023~~ through June 29, ~~2023~~2025, 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 WFSE/AFSCME Council~~
~~28 Executive Director~~

1

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



Christopher Fox

09/22/2022

9/22/22

Scott Lyders, OFM
 Labor Negotiator

Date

Chris Fox
 WFSE/AFSME Council 28
 Chief Negotiator

Date

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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

1 MOU during bargaining of the parties' ~~2023~~2025-2025-2027 Agreement.

2
3 4. This MOU expires on June 30, ~~2023~~2025.

4 **Dated** ~~August 31, 2020~~ August 4, 2022

5 **TENTATIVE AGREEMENT REACHED**

For the Employer:

Scott Lyders, OFM
Labor Negotiator

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/15/22

Date

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	<p>A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.</p> <p>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.</p>
Level	<p>The measure of complexity of work performed.</p> <p>IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager</p>

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."

1

2 **II. Impacts of the IT Structure implementation allocation appeals in process as a**
3 **result of the July 1, 2019 implementation:**

4 A. The following conditions of employment will not change because a position
5 is being transitioned into the IT Professional Structure as the result of a final
6 decision issued for an implementation allocation appeal:

7 i. The determination of a position as overtime-eligible or overtime-
8 exempt;

9 ii. Required licensure and/or certifications;

10 iii. The designation of a position as "required personnel" or "emergency
11 employee";

12 iv. The grievance procedure, as outlined in Article 29 of the GG CBA
13 and Article 30 of the HE/CCC CBA;

14 v. The designation of a position as needing inherent flexibility as
15 currently listed in Appendix B of the GG CBA;

16 vi. The eligibility for and/or receipt of existing assignment pays;

17 vii. Status as a non-permanent, on-call, in-training, project,
18 seasonal/cyclic, trial service, transition review or probationary
19 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.

III. IT Workgroup

The parties agree to form a workgroup to include IT members in various job families to review and provide feedback on the evaluation method for allocation into the ITPS, results of allocation appeal decisions, and recruitment and retention issues and discuss any adjustments that are required for ITPS to reflect the appropriate allocation of IT positions. At least four (4) workgroup meetings beginning after July 1, 2023, will be held. The parties may agree to additional meetings. Employees appointed by the Union to participate in the workgroup will receive no loss in pay to participate in the workgroup meetings. The workgroup will issue a report of its findings and conclusions by December 31, 2024.

This MOU shall expire on June 30, 20232025

Dated September 17,
2020

For the Employer:

For the Union:

Scott Lyders, OFM
Labor Negotiator

Leanne Kunze
WFSE/AFSCME Council 28
Executive Director

1

TENTATIVE AGREEMENT REACHED

For the Employer:

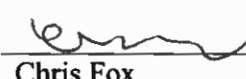

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

  9/12/22

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

2

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

1 notice, will be provided an opportunity to review and give input on these changes before
2 they are adopted by an agency.

3 The Employer encourages facilitation of workgroups and roundtable conversations within
4 and amongst divisions to discuss diversity, equity and inclusion.

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

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

8 This Memorandum of Understanding shall expire on June 29, ~~2023~~2025

9 ~~TENTATIVE AGREEMENT REACHED, DATED SEPTEMBER 17, 2020~~_____

For the Employer:

For the Union:

Scott Lyders, OFM
Labor Negotiator

Leanne Kunze
WFSE/AFSCME Council 28
Executive Director

10

TENTATIVE AGREEMENT REACHED



For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

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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 June 30, 2022.

Dated: November 8, 2021

For the Employer

For the Union

Scott Lyders, Labor Negotiator
OFM/State Human Resources

Leanne Kunze, Executive Director
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22

Date

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 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.

I. — 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.

1 **2. ~~Workplace safety~~**

2 a. ~~In accordance with current mandates, Agency policy, DOH, L&I, and CDC~~
3 ~~as well as federal, state and/or local guidelines:~~

4 i. ~~employee and visitor masking and verification of vaccination status~~
5 ~~will be required as outlined by the above referenced guidelines~~

6 ii. ~~symptom screenings will continue in accordance with the above~~
7 ~~referenced guidelines.~~

8 b. ~~If the employer requires an employee to get a Covid-19 test, it shall be done~~
9 ~~on the Employer's time and expense.~~

10 **3. ~~Leave~~**

11 a. ~~When an employee tests positive using a rapid test at screening and is sent~~
12 ~~home to isolate and the confirmation test comes back negative, any use of~~
13 ~~accrued leave during the isolation period will be credited back to the~~
14 ~~employee's leave bank. If an employee is exposed to COVID-19 at the~~
15 ~~workplace, and the employee wishes to be tested, the agency may treat the~~
16 ~~time to be tested as work time. The agency may require the employee to~~
17 ~~provide the results of the test in this circumstance. If the agency is requiring~~
18 ~~the testing, the agency must treat the time as work time.~~

19 b. ~~If the employee's accrued sick leave is at risk of falling under forty (40)~~
20 ~~hours, they may request shared leave from the shared leave bank if they are~~
21 ~~required to isolate or quarantine and the employer is unable to accommodate~~
22 ~~an alternative work assignment.~~

23 **4. ~~Workplace conditions~~**

24 ~~Any emergency contracting out due to short staffing as result of this mandate will~~
25 ~~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.~~

~~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, 2023.~~

~~Dated March 10, 2022~~

~~For the Employer:~~

~~For the Union:~~


~~Scott Lyders, OFM
Labor Negotiator~~

~~Leanne Kunze
WFSE/AFSME Council 28
Executive Director~~


TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:


Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

1 ~~I. — MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON~~

4 ~~AND~~

5 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

6 ~~Implementing Classification-based Salary Adjustments~~

7 ~~This Memorandum of Understanding (MOU) by and between Washington State~~
8 ~~(Employer), the Washington State Office of Financial Management, State Human~~
9 ~~Resources, Labor Relations Section, and the Washington Federation of State Employees~~
10 ~~(WFSE) is entered into for the purposes of implementing specific classification-based~~
11 ~~salary adjustments.~~

12 ~~On March 31, 2022, the Governor signed into law ESSB 5693, the 2022 Supplemental~~
13 ~~Omnibus Operating Budget. Specifically, Section 736 of the budget, provided an~~
14 ~~appropriation for classification-based salary adjustments for fiscal year 2023.~~

15 ~~For the purposes of allocating the appropriations, Section 736 contains a requirement that~~
16 ~~the Office of Financial Management implement specific classification-based salary~~
17 ~~adjustments for state employees based upon the following criteria:~~

- 18 ~~• The 2020 and 2022 state salary survey.~~
 - 19 ~~• Documented Agency experience due to the 19 SARS-CoV2 (COVID-19)~~
20 ~~pandemic and/or where recruitment or retention of employees to retain a~~
21 ~~competitive workforce is the most severe.~~
 - 22 ~~• Issues of compression and inversion.~~
 - 23 ~~• Input from the exclusive bargaining representatives.~~
- 24

1 In recognition of the above, the parties agree to the following:
2 ~~The attached spreadsheet identifies the agreed upon classification adjustments as base~~
3 ~~salary range increases applicable to each of the job classes listed. Adjustments will not be~~
4 ~~made to job classifications that are exclusive to higher education institutions. The~~
5 ~~associated increases shall be step for step and become effective July 1, 2022.~~
6 ~~The provisions contained in this MOU become effective on July 1, 2022. This MOU~~
7 ~~shall expire 60 days after the permanent classification-based salary adjustments~~
8 ~~contained in the attached list have been implemented for employees covered by the~~
9 ~~WFSE General Government Collective Bargaining Agreement.~~

10 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

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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

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
347P	Mental Health Technician-5	52	54
348J	Institution Counselor-2	44	46
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

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
362D	Psychologist 4	73	79
362F	Psychologist – Forensic Evaluator	77	79
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

GENERAL SERVICE (GS) INCREASES		CURRENT RANGE EFFECTIVE 6/30/2022	NEW RANGE EFFECTIVE 7/1/2022
674G	Cook 1	34	33
674H	Cook 2	34	36
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

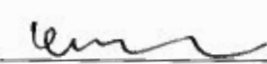
TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:

 9/21/22
Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date


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:

For the Union:



Scott Lyders, OFM
Labor Negotiator



Leanne Kunze
WFSE/AFSCME Council 28
Executive Director

TENTATIVE AGREEMENT REACHED

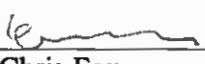
For the Employer:

For the Union:




Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



9/12/22
Date

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

Washington State Department of Agriculture Fruit and Vegetable Program Annual Vacation
Scheduling Process

A. The F&V Program will conduct an annual vacation scheduling process from February 1—28, 2022. In subsequent years the annual vacation scheduling process will occur from January 1 to 31. Prior to the annual vacation scheduling process, F&V Program Management will determine the minimum staffing needs of each work location for vacation approval purposes. During the annual vacation scheduling process, employees will be able to bid vacation dates through March 31 of the following year.

B. During the annual vacation scheduling process, employees may submit their vacation requests to their supervisor through the FA2 system for the available leave dates.

C. Employees will not be granted more than two (2) segments during the first phase of the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the program 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. 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. If a segment or portion of a segment is denied, the program will continue its practice of having employees choose to:

1. Hold the denied portion of the segment as 'wait and see',
2. Modify their request, or
3. Withdraw their request and resubmit for a different time period.

D. — After the first phase of the annual vacation scheduling process has been completed, the program will approve additional bid requests in a second phase. In this phase, employees may request additional days of vacation for periods no shorter than one (1) day. In the event that two (2) or more employees request the same vacation period and the program 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. If a request or portion of a request is denied, the program will continue its practice of having employees choose to:

1. — Hold the denied portion of the segment as 'wait and see';
2. — Modify their request, or
3. — Withdraw their request and resubmit for a different time period.

E. — Following the annual vacation scheduling process, 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.


F. — In addition to vacation leave approved in Sections 3 and 4 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.

G. — 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.

This Memorandum of Understanding will sunset on June 30, 2025.


TENTATIVE AGREEMENT REACHED

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

1 ~~AA. MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON~~

4 ~~AND~~

5 ~~DEPARTMENT OF SOCIAL AND HEALTH SERVICES~~

6 ~~AND~~

7 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

8 Compensation for Overtime Exempt Employees Providing Relief Coverage Outside
9 of their Current Job Duties during Emergency Staffing within Adult Protective
10 Services Division, Aging and Long Term Support Administration
11

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

20
21 To address emergency staffing needs, DSHS must be able to cover the work using all
22 available employees. This MOU applies to overtime exempt employees who volunteer to
23 perform work outside of their regular work schedule or on a regularly scheduled day off.
24 This work is not part of the overtime exempt employee's normal working hours or job
25 duties and is temporary in nature. For purposes of this MOU, the work needed to maintain
26 operations during emergency staffing may include but is not limited to work related to

1 initial face-to-face (IFFs), risk and safety visits, case backlog, intervention, and other
2 emergent needs specific to ensuring vulnerable adult safety, health and well-being within
3 Adult Protective Services (APS).

4 The Employer and Union agree to the following:

5 1. ~~Emergency staffing levels will be determined at the sole discretion of the~~
6 ~~Assistant~~

7 ~~Secretary of Aging and Long Term Support Administration (ALTSA).~~

8 2. ~~The Appointing Authority, in consultation with the APS Director, as~~
9 ~~delegated~~

10 ~~authority from the ALTSA Assistant Secretary, will determine need for~~
11 ~~work~~

12 ~~performed based upon the staffing levels or current conditions impacting~~
13 ~~workload.~~

14 ~~Denials of any offer to volunteer will not be subject to the grievance~~
15 ~~procedure in~~

16 ~~Article 29 Grievance Procedure.~~

17 3. ~~DSHS will make every effort to fill positions with WFSE bargaining unit~~
18 ~~employees assigned to that work prior to assigning non-represented~~
19 ~~volunteer or~~

20 ~~WMS volunteer under this MOU. This includes offering overtime to WFSE~~

21 ~~represented overtime eligible employees who volunteer. Bargaining unit~~
22 ~~work~~

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

25 4. ~~Overtime-exempt employees will receive hour-for-hour straight time~~
26 ~~compensation~~

27 ~~at their regular hourly rate for hours worked under this MOU. This rate will~~
28 ~~only~~

29 ~~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 June 30, 2022/2025.~~

TENTATIVE AGREEMENT REACHED

For the Employer:




Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22

Date

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~~

1 of their new appointment, the state will be entitled to reimbursement of the
2 relocation compensation lump sum which was paid and may withhold such
3 sum as necessary from any amounts due the employee. Extenuating
4 circumstances will be considered if an employee requests an exemption to
5 the repayment of the relocation compensation. Termination as a result of
6 layoff or disability separation will not require the employee to repay the
7 relocation compensation.

8 2. ~~Naselle employees who currently have campus housing may remain in Naselle~~
9 ~~housing at their current rent until October 31, 2022 if they continue employment~~
10 ~~with DCYF after September 15, 2022. If a Naselle employee is not employed with~~
11 ~~DCYF on September 16, 2022, they may remain in housing until the expiration of~~
12 ~~their monthly lease agreement on September 30, 2022.~~

13
14 3. ~~The agency agrees to exercise its discretion to participate in the Voluntary~~
15 ~~Separation & Retirement Incentive Program, if approved by OFM and in~~
16 ~~accordance with Article 42.32 of the parties collective bargaining agreement.~~
17 ~~Participation is governed by the DCYF 2021-2023 Voluntary Separation &~~
18 ~~Retirement Incentive Plan which is attached and incorporated into this agreement.~~
19 ~~This agreement does not constitute a contractual right to an incentive offered~~
20 ~~through the 2021-2023 Voluntary Separation & Retirement Incentive Plan.~~

21 4. ~~A one time lump sum of one thousand dollars (\$1,000) dollars to all employees at-~~
22 ~~risk for layoff who accept an appointment within Juvenile Rehabilitation and~~
23 ~~commute from Naselle more than 30 miles to their new appointment. The must be~~
24 ~~in the appointment on October 31, 2022 or before and have no break in service. To~~
25 ~~receive this lump sum amount employees must submit a form to JR payroll by~~
26 ~~November 30, 2022.~~

27 5. ~~The agreements herein do not constitute a practice nor are they precedent setting.~~

1 ~~This MOU will expire on June 30, 2023.~~

2

For the Employer

For the Union

Gina L. Comeau,
OFM/SHR Labor Negotiator

Ron Heley,
WFSE Labor Advocate

3

TENTATIVE AGREEMENT REACHED

For the Employer:

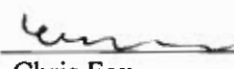

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22

Date

4

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

1 occur no later than twelve (12) months from the date of the last signature of
2 the parties on this MOU.

3
4 e. ~~Either party may rescind this Agreement with thirty (30) days written~~
5 ~~notice.~~


6
7 4. ~~Except as specifically modified in the Agreement, all provisions of the CBA~~
8 ~~including the remaining terms and conditions of Articles 6.5 and 6.7 remain in full~~
9 ~~force and effect.~~

10 5. ~~This Agreement is not precedent setting and will not reflect on the position that~~
11 ~~either party takes during the negotiation of a successor CBA.~~


12
13 **Dated July 27, 2020**

For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator




Leanne Kunze
WFSE/AFSCME Council 28
Executive Director

14 **TENTATIVE AGREEMENT REACHED**

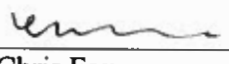
For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

1 **D. MEMORANDUM OF UNDERSTANDING**
2 **AMONG**
3 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**
4 **AND**
5 **THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,**
6 **LABOR RELATIONS SECTION**

7
8 This Memorandum of Understanding (MOU) between the Washington Federation of State
9 Employees (WFSE), the Union; the State of Washington, Office of Financial Management,
10 Labor Relations Section (OFM/LRS), the Employer; and the Department of Ecology agree
11 on the following to accrete a new bargaining unit under the WFSE collective bargaining
12 agreement.

13
14 Regular Work Schedules

15 WCC Crew Supervisor 1s and 2s have an inherent need for flexibility to adjust their daily
16 work schedules within the regular workweek to accomplish assigned job duties and
17 responsibilities. When adjusting an employee's work schedule, the Employer will consider
18 an employee's preference as long as the agency can meet business and customer service
19 needs and without causing an additional cost to the agency. The Employer may adjust an
20 employee's daily work schedule by more than two (2) hours on any given day to avoid the
21 payment of overtime or accrual of compensatory time.

22
23 Temporary Schedule Changes

24 Overtime-eligible employees' workweeks and/or work schedules may be temporarily
25 changed with prior notice from the Employer. A temporary schedule change is defined as
26 a change lasting thirty (30) calendar days or less. Overtime-eligible WCC Crew Supervisor
27 1s and 2s will receive three (3) calendar days' written notice of any temporary schedule
28 change unless mutually agreed to a shorter timeframe. The day that notification is given is

1 considered the first day of notice. Adjustments in the hours of work of daily work shifts
2 during a workweek do not constitute a temporary schedule change.

3
4 ~~Effective July 1, 2019, the follow provisions apply when dispatched by the Department of~~
5 ~~Natural Resources under the incident command system performing fire suppression duties:~~

6
7 Compensation for Typical Fire Suppression Duties When Dispatched by DNR:

8 ~~WCC Crew Supervisors performing fire suppression duties as defined in RCW 76.04.005~~
9 ~~(22), or other emergency duties, when they are working under the incident command~~
10 ~~system will be compensated as follows:~~

11 ~~1. Employees will be paid at a one and one half (1½) times the sum of their regular~~
12 ~~hourly rate (plus two dollars [\$2.00] if applicable per Subsection 2 below) for those~~
13 ~~hours worked in excess of forty (40) hours in a workweek.~~

14 ~~2. Two dollars (\$2.00) is added to an employee's regular rate in lieu of any other forms~~
15 ~~of additional compensation including, but not limited to, callback, standby, stand~~
16 ~~down, shift differential, split shift differential, assignment pay, schedule change,~~
17 ~~and pay for rest periods of less than five (5) hours.~~

18 ~~3. For purposes of this Subsection, the regular hourly rate does not include any~~
19 ~~allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.~~

20 Compensation When Deployed to a Closed Satellite Camp:

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

26 ~~When employees are deployed to a closed satellite camp the agency will provide specific~~
27 ~~items after a twenty four (24) hour grace period, which commences when the incident~~
28 ~~command team initially deploys staff to the closed satellite camp. The provisions are a hot~~

1 catered meal, adequate sleeping facilities (this means a sleeping bag and tent), and a sleep
2 period of at least five (5) hours that is not interrupted to perform fire duties. Should the
3 agency not provide these provisions in a closed satellite camp, the employee will be entitled
4 to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the
5 agency meets its obligation.

6 Length of Deployment

7 1. ~~The Employer retains sole authority to allow employees to dispatch to fires. WCC~~
8 ~~crews may not accept a dispatch without employer consent.~~

9
10 2. ~~Employees will receive one day of rest and recuperation after ten (10) consecutive~~
11 ~~days of deployment away from the duty station for fire suppression duty. If an~~
12 ~~employee is unable to be scheduled for the rest and recuperation day during~~
13 ~~deployment and can continue to work safely, the rest and recuperation day will~~
14 ~~occur on the first calendar day after returning from fire duty to the employee's~~
15 ~~regular duty station.~~

16
17 3. ~~Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel~~
18 ~~from the fire incident are excluded in calculating the consecutive days of~~
19 ~~deployment in Subsection B above. During a rest and recuperation period, the~~
20 ~~employee will be paid eight ten (10) hours miscellaneous leave for an employee on~~
21 ~~a 4-10 schedule. Rest and recuperation leave is paid at the employee's straight time~~
22 ~~hourly rate.~~

23
24 4. ~~Deployment beyond fourteen (14) consecutive days requires mutual agreement of~~
25 ~~the employee and the Employer. Approval to extend fire duty deployment beyond~~
26 ~~fourteen (14) consecutive calendar days will include provision for scheduling a rest~~
27

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:

For the Union:

/s/

/s/


Scott Lyders, OFM
Labor Negotiator

Leanne Kunze
WFSE/AFSCME Council 28
Executive Director


TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

 9/21/22
Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

E. 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~~

TENTATIVE AGREEMENT REACHED

For the Employer:

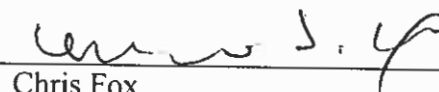


Scott Lyders, OFM
Labor Negotiator

08/22/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

8/22/22
Date

F. 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		
Drone Operation		x	
Truck Mounted Attenuator Operator or Driver (TMA)		x	
Boat Operator		x	

Drone Operation		X	
Truck Mounted Attenuator Operator or Driver		X	
Boat Operator		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

TENTATIVE AGREEMENT REACHED

For the Employer:




Scott Lyders, OFM
Labor Negotiator

09/21/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22

9/21/22

Date

- 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
WFSE/AFSCME Council 28
Executive Director

1 G. — MEMORANDUM OF UNDERSTANDING

2 BETWEEN

3 THE STATE OF WASHINGTON

4 AND

5 WASHINGTON FEDERATION OF STATE EMPLOYEES

6 State Operated Living Alternatives (SOLA) with the Department of Social and
7 Health Services

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

- 12 • ~~Employees may bid between SOLA homes located in the same county where their~~
13 ~~position is permanently assigned.~~
- 14 • ~~The Appointing Authority or Designee may reassign an employee within the first~~
15 ~~sixty (60) calendar days after the bid process placement into a position if a client~~
16 ~~expresses concerns working with that staff member. The concerns and any attempts~~
17 ~~to resolve the concerns will be documented and presented to the Director of State~~
18 ~~Operated Community Residential (SOCR). No reassignment will occur without the~~
19 ~~approval of the Director of SOCR. This type of reassignment will not be~~
20 ~~documented as or characterized as a disciplinary action. If an employee is~~
21 ~~reassigned, as described in this MOU, the employee will not be prohibited from~~
22 ~~bidding to other locations.~~
- 23 • ~~Reassignment from a bid position under Article 3.10, occurring within the first sixty~~
24 ~~(60) calendar days as described above, is not subject to the grievance procedure in~~
25 ~~Article 29 when the reassignment is based on client need or choice.~~

1 This Memorandum of Understanding will sunset on June 30, 2023.

2
3 ~~Dated July 27, 2020~~

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM

Leanne Kunze

Labor Negotiator

WFSE/AFSCME Council 28

Executive Director

4 **TENTATIVE AGREEMENT REACHED**

For the Employer:

For the Union:



08/22/2022



8/22/22

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

H. 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 (FSCRCP) and Maple Lane (MLCRP), Civil Residential Treatment Facilities (RTF) at the Maple Lane Campus and the Brockman 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	2024	2025	
	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
			6/19/24	6/19/25	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	<u>11/23/23</u>	<u>11/28/24</u>		Thanksgiving Day
11/26/21	11/25/22	<u>11/24/23</u>	<u>11/29/24</u>		Native American Heritage Day
12/25/21	12/25/22	<u>12/25/23</u>	<u>12/25/24</u>		Christmas Day

1

2 An employee may elect to accrue compensatory time in lieu of cash payment for overtime
3 for the holiday calendar date or their designated holiday, but not both.

4 An Employee will follow the rules of compensatory time use per Article 7.5 C. and will
5 only be allowed comp time usage for planned leave.

6 ~~The parties mutually agree to meet during the month of April 2022, upon request of the~~
7 ~~Employer, for the sole purpose of reviewing the usage data, financial impacts and~~
8 ~~adjustments to the list of holidays, and/or the inclusion of any newly designated holidays~~
9 ~~that occur during the period of July 1, 2022 - June 30 2023.~~

10 This MOU shall expire on June 29, ~~2023-2025~~

11 ~~Dated September 17, 2020~~

12

TENTATIVE AGREEMENT REACHED


For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

13

1 I. — MEMORANDUM OF UNDERSTANDING

2 BETWEEN

3 THE STATE OF WASHINGTON

4 AND

5 DEPARTMENT OF SOCIAL AND HEALTH SERVICES

6 AND

7 WASHINGTON FEDERATION OF STATE EMPLOYEES

8 MHT 5 Classification Union/Management Ad-Hoc Committee

9 The Employer and the Union agree to form an MHT 5 Classification union/management
10 ad-hoc committee in accordance with CBA Article 37.1.D. Participation in the committee
11 will be in accordance with 37.2.B. with resources from OFM/SHR as appropriate. The
12 committee shall be established within sixty (60) days of the signing of this memorandum
13 of understanding, with the first meeting to take place prior to January 31, 2021. If
14 subsequent meetings are deemed necessary, it will be by mutual agreement and their
15 frequency will be determined by the members of the ad-hoc committee. Employee
16 participation and release will be governed by 37.3.A & B.

17 Employees in the MHT5 positions hold important roles in the two state hospitals. They
18 provide needed support to the RN4 nurse managers, and ensure the smooth running of the
19 wards to which they are assigned by providing needed administrative functions. The
20 purpose of the committee is to conduct a focused review of the current duties and
21 responsibilities of the MHT5 classification in relation to the work currently identified in
22 the job class specification. The committee will also take into consideration other direct care
23 positions, including the LPN 4 classification, and an evaluation of the salary levels
24 commensurate with the responsibilities shared between them. In addition to the above, the
25 committee will review recruitment/retention data, as defined for classification and
26 compensation purposes, for the MHT5 classification. The committee will make final
27 recommendations to the SHR Director for consideration and potential further action prior

1 to the expiration of the 21-23 WFSE GG CBA. The parties may bring in subject matter
2 experts by mutual agreement.

3 ~~This MOU will expire on June 29, 2023~~

4 ~~Dated November 9, 2020~~

For the Employer:

For the Union:

SL

LK

Scott Lyders, OFM

Leanne Kunze

Labor Negotiator

WFSE/AFSCME Council 28

Executive Director

5

TENTATIVE AGREEMENT REACHED


For the Employer:

For the Union:





09/12/2022

 9/12/22

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

6

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

1 than one (1) week. Requests for consecutive shift exchanges in excess of one (1)
2 workweek will be submitted to the appropriate Appointing Authority or designee
3 for approval. If such request is denied, the employee will be provided the reason(s)
4 in writing for the denial.

5 C. Requested shift exchanges will be considered on a case-by-case basis.

6 D. Shift exchanges must occur within the same pay period. Shift exchanges will not
7 result in the payment of overtime. Each employee will be considered to have
8 worked their regular schedule.

9 E. For shift exchanges that occur on an employee's designated holiday, the employee
10 who is regularly scheduled to work on that holiday will receive the holiday
11 compensation, regardless of who physically worked on that day.

12 F. An employee will not receive shift premium pay under Article 42.18, Shift
13 Premium, solely as a result of a shift exchange. Each employee will be considered
14 to have worked their regular scheduled work shift for purposes of shift premium
15 pay.

16 G. The failure of an employee, who has exchanged shifts, to work the agreed upon
17 shift without appropriate cause may be a basis for disciplinary action.

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

20 This Memorandum of Understanding will sunset on June 29, 2023.

21 ~~Dated August 31, 2020~~

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM

Leanne Kunze

Labor Negotiator

WFSE/AFSCME Council 28

Executive Director

1

TENTATIVE AGREEMENT REACHED

For the Employer:

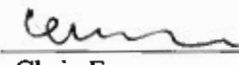


Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



9/12/22

Date

2

K. 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

TENTATIVE AGREEMENT REACHED

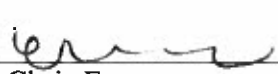
For the Employer:



Scott Lyders, OFM
Labor Negotiator

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

 8/15/22

Date

~~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.~~

1

2 ~~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

3

TENTATIVE AGREEMENT REACHED

For the Employer:


For the Union:



09/12/2022

Date

Scott Lyders, OFM
Labor Negotiator

 9/12/22

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator
Date

4

M. 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

TENTATIVE AGREEMENT REACHED

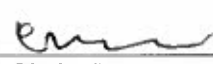
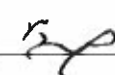
For the Employer:



Scott Lyders, OFM
Labor Negotiator

Date

For the Union:

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

  8/15/22

Date

N. 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;

1 f. May be executed by the employee and the WSP provided that the WSP
2 emailed a copy of the Internal Incident Report (IIR) and the contemplated
3 disciplinary settlement agreement to the WFSE Statewide Labor Advocate
4 with a copy to the WFSE assigned Council Representative at least three (3)
5 working days prior to the execution of the disciplinary settlement
6 agreement. This three (3) working days' notice will be counted excluding
7 the day the notice is sent and include the last day of timeliness. This three
8 (3) day notice only applies when the employee has not elected
9 representation in the administrative investigation process;

10 g. Signatories to the disciplinary settlement agreement shall note the date and
11 time of signing;

12 h. May include other terms appropriate for the circumstances;

13 i. Shall conclusively settle all issues related to the discipline and
14 administrative investigation. No grievance, labor action, civil claim, legal
15 action or other appeal may be filed by the employee regarding the discipline
16 and administrative investigation;

17 j. Shall conclusively settle all issues related to the discipline and
18 administrative investigation. No grievance, labor action, civil claim, legal
19 action or other appeal may be filed by the WFSE regarding the discipline
20 and administrative investigation unless the WSP fails to provide the WFSE
21 with the notice specified in subsection (l)(f).

22 3) The parties agree that any notice requirements to the WFSE (including notice of
23 contemplated discipline) shall be deemed met by the WSP if the WSP has complied
24 with the requirements of subsection (l)(f).

25 4) Nothing in this MOU shall be construed to limit the Employer's authority to
26 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:



Scott Lyders, OFM
Labor Negotiator

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



Date

8/15/22

O. 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

TENTATIVE AGREEMENT REACHED

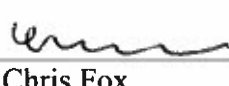

For the Employer:



Scott Lyders, OFM
Labor Negotiator

Date

For the Union:

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

8/15/22

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.

- 1 • Night shift will receive seven dollars (\$7.00) per hour, in addition to base rate
 2 of pay and any applicable shift premiums as outlined in Article 42.19 of the
 3 collective bargaining agreement.

4 The temporary day, weekend, evening, and night shift premium will only be paid for hours
 5 worked during the hours listed above, including hours worked outside of the employee's
 6 regular schedule. An employee is not eligible for the additional shift premium if they have
 7 a scheduled or unscheduled absence as defined by the CBA for their regular shift and
 8 volunteered to work a weekend, evening or night shift within the same workday and/or
 9 next scheduled workday. No temporary day, weekend, evening, or night shift premium will
 10 be paid in addition to non-worked hours or holiday pay.

11 This pilot program shall be effective for forty five days (45) from August 14, 2021 and
 12 will expire on September 27, 2021 unless there is mutual agreement to extend an additional
 13 forty five (45) days.

14 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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:


 Scott Lyders, OFM
 Labor Negotiator

09/12/2022
 Date

 
 Chris Fox
 WFSE/AFSME Council 28
 Chief Negotiator

9/12/22
 Date

1 Q. ~~MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON~~

4 ~~AND~~

5 ~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~

6 Department of Natural Resources – COVID-19 Vaccination Requirements

7 COVID-19 continues as an ongoing and present threat in Washington State. The measures
8 we have taken together as Washingtonians over the past 18 months have made a difference
9 and have altered the course of the pandemic in fundamental ways.

10 COVID-19 vaccines are effective in reducing infection and serious disease, and widespread
11 vaccination is the primary means we have as a state to protect everyone. Widespread
12 vaccination is also the primary means we have as a state to protect our health care system,
13 to avoid the return of stringent public health measures, and to put the pandemic behind us.

14 It is the duty of every employer to protect the health and safety of employees by
15 establishing and maintaining a healthy and safe work environment and by requiring all
16 employees to comply with health and safety measures. As a result of the above noted
17 situation, and consistent with the Governor's proclamation 21-14.1, all employees of the
18 Department of Natural Resources are now required to become fully vaccinated or have an
19 approved accommodation, as provided in this Memorandum of Understanding (MOU).

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

21 All employees will take the necessary steps to be fully vaccinated by ~~October 18, 2021~~ or
22 be approved for a medical or religious accommodation, unless otherwise authorized under
23 this MOU. Wildland firefighters and members of incident management teams who are
24 deployed to fires and, due to fire activity, are unable to be fully vaccinated by October 18
25 will be granted a two-week extension to November 1, 2021.

1 The definition of fully vaccinated may include FDA-approved booster shots. The parties
2 agree to meet within thirty (30) calendar days of any announcement that booster shots will
3 become a requirement for continued employment and bargain the impacts in good faith to
4 achieve the health and safety goal.

5 **1. — Conditions of Employment and Leave**

6 a. — If the provisions in the following Subsection 1b or 1c do not apply or are
7 not met, and an employee fails to provide proof of being fully vaccinated
8 by October 18, 2021, the employee will be subject to non-disciplinary
9 separation with the last day of employment on October 18, 2021.

10 b. — If an employee has submitted an exemption request by September 27, 2021,
11 and cooperates with the process, the following will apply:

12 i. — If an employee's accommodation request, at the exemption step, is
13 still being reviewed on October 18, 2021, the employee will suffer
14 no loss in pay until the exemption decision is provided.

15 ii. — If an employee's exemption request has been approved but an
16 accommodation has not been identified by October 18, 2021, the
17 employee must use applicable vacation leave, personal leave day,
18 personal holiday, leave without pay, or a combination of these, after
19 October 18, 2021, until an accommodation determination is made.

20 iii. — If an employee's exemption request is denied or an accommodation
21 is not available, the employee will have fifty-five (55) calendar days
22 to become fully vaccinated.

23 (1) — The employee must provide proof of receiving their first
24 dose within ten (10) calendar days of the determination
25 notification. Failure to provide this proof will result in non-
26 disciplinary separation.

1 ~~(2) — The employee must use applicable vacation leave, personal~~
2 ~~leave day, personal holiday, leave without pay, or a~~
3 ~~combination of these, during the fifty five (55) calendar~~
4 ~~days.~~

5 ~~(3) — The employee must provide proof of being fully vaccinated~~
6 ~~within the fifty five (55) calendar days. Failure to provide~~
7 ~~proof of being fully vaccinated within the fifty five (55)~~
8 ~~calendar day period will result in non-disciplinary~~
9 ~~separation.~~

10 ~~C. — If an employee has received their first dose by October 18, 2021, but will~~
11 ~~not be fully vaccinated by October 18, 2021, the employee will have up to~~
12 ~~forty five (45) calendar days, from the date they received their first dose, to~~
13 ~~become fully vaccinated.~~

14 ~~i. — Prior to October 18, 2021, the employee must provide proof of~~
15 ~~receiving their first dose. Failure to provide this proof will result in~~
16 ~~non-disciplinary separation with the last day of employment on~~
17 ~~October 18, 2021.~~

18 ~~ii. — After October 18, 2021, the employee must use applicable vacation~~
19 ~~leave, personal leave day, personal holiday, leave without pay, or a~~
20 ~~combination of these, until they become fully vaccinated.~~

21 ~~iii. — The employee must provide proof of being fully vaccinated within~~
22 ~~the forty five (45) calendar days. Failure to provide proof of being~~
23 ~~fully vaccinated within the forty five (45) calendar day period will~~
24 ~~result in non-disciplinary separation.~~

25 ~~D. — Timeline extensions under Subsections 1b and 1c will not extend non-~~
26 ~~permanent, project or seasonal appointment end dates.~~

1 E. ~~Employees who are subject to non-disciplinary separation shall be eligible~~
2 ~~to apply for state employment upon becoming fully vaccinated.~~

3 F. ~~Separation Process:~~

4 i. ~~A pre-separation notice for non-vaccination status will be sent to~~
5 ~~impacted employees by October 1, 2021, via U.S. Mail and work e-~~
6 ~~mail, if a work e-mail address is available. The notice will include~~
7 ~~the reason for the intended separation and an opportunity to respond~~
8 ~~to the pre-separation notice, either at a virtual meeting scheduled by~~
9 ~~the Employer or in writing if the employee prefers; and that the~~
10 ~~employee is entitled to Union representation at a pre-separation~~
11 ~~meeting.~~

12 ii. ~~The Employer will provide to the Union a list of these employees by~~
13 ~~October 15, 2021.~~

14 iii. ~~If the foregoing provisions in Subsection 1b or 1c do not apply or~~
15 ~~are not met, and an employee fails to provide proof of being fully~~
16 ~~vaccinated, notice of non-disciplinary separation will be sent to the~~
17 ~~employee.~~

18 iv. ~~This process is not precedent-setting.~~

19 2. ~~Medical or Religious Exemptions and Accommodation Process~~

20 a. ~~Employees will inform their supervisor or HR representative, either~~
21 ~~verbally or in writing, to request a medical or religious exemption and~~
22 ~~accommodation.~~

23 i. ~~Accommodation request forms will be posted to the agency's~~
24 ~~SharePoint site and will be provided to employees upon request.~~

25 ii. ~~When an employee requests a form, the Employer will provide the~~
26 ~~form within three (3) business days of the request.~~

1 iii. ~~Employees are strongly encouraged to submit completed necessary~~
2 ~~materials no later than September 27, 2021 to better ensure their~~
3 ~~requests are processed timely. However, to the extent that requests~~
4 ~~are received after that date, the Employer will continue processing~~
5 ~~requests received through October 18, 2021.~~

6 b. ~~Based on the information submitted, the Employer will determine whether~~
7 ~~a medical or religious exemption is approved.~~

8 i. ~~The employee will be notified in writing of the exemption~~
9 ~~determination.~~

10 ii. ~~If the Employer requires a second medical opinion in the exemption~~
11 ~~process, the Employer will cover all associated costs. The medical~~
12 ~~appointment, including travel time, will be considered work time.~~

13 iii. ~~If the employee's request for an exemption is approved, their request~~
14 ~~will proceed to the accommodation process.~~

15 e. ~~If an employee's request for a medical or religious exemption is approved,~~
16 ~~the Employer will determine whether an accommodation can be provided,~~
17 ~~the form of the accommodation, and the duration of the accommodation.~~

18 i. ~~The Employer will conduct a diligent review and search for possible~~
19 ~~accommodations within the agency. The Employer will attempt to~~
20 ~~accommodate the employee in their current position prior to looking~~
21 ~~at accommodations in alternative vacant positions. The Employer~~
22 ~~will consider telework in its determination.~~

23 ii. ~~An employee requesting accommodation must cooperate with the~~
24 ~~Employer in the interactive process and discuss the need for and~~
25 ~~possible form of any accommodation.~~

iii. ~~The employee will be notified in writing of the accommodation determination.~~

iv. ~~If an accommodation is not available, the employee will be provided information on how to request a reassignment.~~

v. ~~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 1e.~~

d. ~~Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. 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~~

~~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.~~

~~4. Vaccine Access and Education~~

a. ~~Vaccination education may be provided on work time where 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 one (1) day per vaccination dose, except in extraordinary circumstances, such as when the vaccination is not available locally, and subject to supervisor approval. The Employer may require that the time be supported by documentation.

d. — OFM will provide employee vaccination rate data to the Union no later than two weeks following the Union's ratification of this MOU and will provide updated reports as they are generated, bi weekly at a minimum. This data will be provided in Excel format and will be broken down by agency as applicable and further broken down by institution as applicable. The Union and the Employer will use this data to partner in targeting locations for vaccination education and vaccination access.

5. — Workplace Safety

a. — The Employer will develop protocols regarding masking and screening requirements using DOH, L&I, and CDC guidance as well as state mandates.

b. — If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.

e. — 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.

1 **6. — Personal Leave Day**

2 After October 19, 2021, and no later than December 31, 2021, employees' leave
3 accounts will be credited one (1) additional personal leave day. This personal leave
4 day has no cash value and must be taken by December 31, 2022.

5 **7. — Agency Plan and Emergency Contracting**

6 Any formalized agency plan developed by the Employer regarding staffing impacts
7 due to vacancies created by the vaccination directive will be provided to the Union
8 as soon as administratively feasible. The Union may request to meet to discuss
9 questions regarding the provided formalized agency plan.

10 Any emergency contracting out due to short staffing as result of this mandate will
11 supplement and not supplant bargaining unit positions.

12 **8. — Retirement**

13 If an employee is not fully vaccinated by October 18, 2021 and has provided
14 verification from the Department of Retirement Systems (DRS) that they have
15 submitted retirement paperwork, the employee may use accrued leave or leave
16 without pay until their retirement date. This provision expires on December 31,
17 2021. The use of accrued leave shall be subject to the definitions and provisions
18 contained in the Collective Bargaining Agreement.

19 **9. —** Leave without pay taken in accordance with this MOU will not impact seniority
20 dates.

21 **10. —** By mutual agreement, any grievance pertaining to provisions in this MOU will be
22 expedited.

23 The provisions of this MOU shall expire on December 31, 2021 and may be renewed
24 upon mutual agreement.

25 The provisions contained in this MOU shall take effect upon Union ratification of a
26 Tentative Agreement.

1 ~~Dated September 22, 2021~~

For the Employer

For the Union

Valerie Inforzato, Labor Negotiator

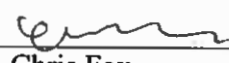
Ariane Takano, Labor Advocate

2

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

3

~~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 Fircrest 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.

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 June 30, 2022 2025 unless extended

by mutual agreement of the parties.

Dated April 28, 2022

TENTATIVE AGREEMENT REACHED

For the Employer:

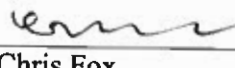


Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22

Date

1 ~~S. MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON~~

4 ~~AND DEPARTMENT OF SOCIAL AND HEALTH SERVICES~~

5 ~~AND WASHINGTON FEDERATION OF STATE EMPLOYEES~~

6 _____
7 Compensation for Overtime-Exempt Employees Providing Relief Coverage Outside
8 of their Current Job Duties during Emergency Staffing in 24/7 Operations
9

10 The Department of Social and Health Services BHA and DDA 24/7 facilities have
11 encountered and continue to encounter significant challenges in maintaining staffing
12 levels critical to operations, service delivery, and ensuring staff and resident/participant
13 safety. 24/7 Staff are experiencing significant fatigue and diminished work/life balance
14 due to the number of hours they are working in order to meet operational, patient,
15 resident/participant, and staff safety needs. In order to maintain critical staffing levels,
16 meet the operational needs, and help reduce staff fatigue, the Department of Social and
17 Health Services (DSHS) has implemented emergency staffing plans at its 24/7 facilities
18 within the Behavioral Health Administration (BHA) 24/7 facilities (Eastern State
19 Hospital, Western State Hospital, Child Study Treatment Center, Special Commitment
20 Center, Fort Steilacoom, and Maple Lane), the Developmental Disabilities
21 Administration (DDA), Residential Rehabilitation Centers (Lakeland Village, Yakima
22 Valley School, Rainier School, and Fircrest School), and State Operated Community
23 Residential facilities (SOCRs) located throughout Washington state.

24 To address emergency staffing needs, DSHS must be able to cover the work using all
25 available employees. This MOU only applies to overtime exempt employees who
26 volunteer to perform work outside of their regular work schedule or on a regularly
27 scheduled day off. This work is not part of the overtime exempt employee's normal
28 working hours or job duties. For purposes of this MOU, the work needed to maintain
29 operations during emergency staffing may include but is not limited to work related to
30 patient/resident care, food service, custodial, and laundry services.

31 The Employer and Union agree to the following:

32 1. Emergency staffing levels will be determined at the sole discretion of the CEO of the
33 24/7 BHA facility or the Superintendent of the 24/7 facility at Lakeland Village, Yakima
34 Valley School, Rainier School, or Fircrest School. For DSHS SOCR facilities, emergency

1 staffing will be determined at the sole discretion of the Director of State Operated
2 Community Residential Programs.

3 2. The Appointing Authority will determine when employee volunteers are needed to
4 perform work based upon the emergency staffing situation at their facility. Denials of any
5 offer to volunteer will not be subject to the grievance procedure in Article 29 Grievance
6 Procedure.

7 3. DSHS will make every effort to fill positions with WFSE bargaining unit employees
8 assigned to that work prior to assigning a volunteer under this MOU. This includes
9 contacting and offering overtime to on-call staff and WFSE represented overtime eligible
10 employees at the facility who volunteer.

11 4. Overtime exempt WFSE bargaining unit members will receive hour-for-hour straight
12 time compensation at their regular hourly rate for hours worked under this MOU. This
13 rate will only apply to hours spent performing the duties of the job for which they are
14 volunteering during a staffing emergency. Work does not include vacation, sick,
15 compensatory time, holidays, shared leave, leave without pay, additional compensation
16 for time worked on a holiday, or time compensated as standby, callback, or any other
17 penalty pay.

18 5. All employees who volunteer and are approved to perform work outside their regular
19 job duties will be provided training and oversight to allow them to perform safely the
20 duties they are volunteering to cover.

21 **Effective: July 1, 2022**

22
23 ~~This MOU will expire on November 30, 2022~~ June 30, 2025.

24 **Dated: June 10, 2022**

25 **TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

26

~~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 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
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

GROUP A			
Class Title	Class Code	Premium	Reference#
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 4	597F	See References	5, 21, 22
Bridge Maintenance Specialist 2	597G	See References	5, 21, 22
Mental Health Technician 1	347L	5 percent	44
Mental Health Technician 2	347M	5 percent	44
Mental Health Technician 3	347N	5 percent	44
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	401H	5 percent	4
Psychiatric Security Attendant	347J	5 percent	44
Residential Rehabilitation Counselor 2	347E	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

GROUP A			
Class Title	Class Code	Premium	Reference#
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	4
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	Firerest School	12.5 percent
608F	Electrician	Firerest School	22.5 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
592W	Electronics Technician	Firecrest School	12.5 percent
602K	Stationary Engineer 2	Firecrest School	12.5 percent
602L	Stationary Engineer 3	Firecrest 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
301H	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
<u>362D</u>	<u>Psychologist 4</u>	<u>Fort Steilacoom</u> <u>(FSCRCP)</u>	<u>7.5</u> <u>percent</u>
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			

GROUP C			
Agency/Class Code	Class Title	Location	Increase
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
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,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Renton, Seattle, Shoreline, Tacoma, Woodinville	
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,	10-percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		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	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,	10 percent

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 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	5 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Monroe,	10 percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		Lakewood, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
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

GROUP C			
Agency/Class Code	Class Title	Location	Increase
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
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office	5-percent

GROUP C			
Agency/Class Code	Class Title	Location	Increase
		(Shoreline/King County)	
100V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett, King County [except Region HQ])	5 percent
Department of Veteran Affairs			
311E	Dietitian I	Retail	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~~

1 application of pesticides that last for less than one (1) hour shall not qualify employees for
2 assignment pay.

3 **REFERENCE #17:**

4 Payable to DSHS staff in classifications below the Truck Driver salary range when they
5 are qualified to operate, and are operating equipment, which is on the DSHS equipment list
6 calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%).

7 Payable for the greater of actual operating time or two (2) hours. Applicable only to the
8 Department of Social and Health Services.

9 **REFERENCE #18:**

10 Employees in any position whose current assigned job responsibilities include proficient
11 use of written and oral English and proficiency in speaking and/or writing one or more
12 foreign languages, American Sign Language, or Unified English Braille, provided that
13 proficiency or formal training in such additional language is not required in the
14 specifications for the job class. Basic salary plus five percent (5%).

15 **REFERENCE #20:**

16 Basic salary plus ten percent (10%) for certified asbestos workers while they are required
17 to wear and change into or out of full-body protective clothing and a pressurized respirator.

18 **REFERENCE #21:**

19 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when
20 assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding
21 routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

22 **REFERENCE #22:**

23 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while
24 either operating an under-bridge inspection truck (UBIT) from the bucket or while serving
25 as back-up operator on the bridge deck.

1 **REFERENCE #24:**

2 **Part A:** ~~Within the Department of Ecology, basic salary plus ten percent~~
3 ~~(10%) to designated employees permanently assigned to the~~
4 ~~Emergency Spill Response Team.~~

5 **Part B:** ~~Within the Department of Ecology, two dollars and forty four cents~~
6 ~~(\$2.44) for each hour on duty in the assigned duty week outside of~~
7 ~~normal work hours to designated employees not permanently~~
8 ~~assigned to the Emergency Spill Response Team.~~

9 **REFERENCE #25:**

10 ~~Basic salary plus five percent (5%) for crime lab support staff performing evidence~~
11 ~~handling activities.~~

12 **REFERENCE #26:**

13 ~~Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for~~
14 ~~employees with a Class A or Class B Commercial Driver's License performing the~~
15 ~~following duties: driving CDL fish hauling trucks to transport fish or to deliver a CDL~~
16 ~~truck for authorized maintenance, fish loading or unloading, pre and post trip inspections,~~
17 ~~and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter~~
18 ~~on an hour for hour basis, rounded up to an hour.~~

19 **REFERENCE #27:**

20 ~~Basic salary plus three percent (3%) to designated forensic scientist of the Washington~~
21 ~~State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident~~
22 ~~Response Team.~~

23 **REFERENCE #29:**

24 ~~Upon review from OFM State Human Resources and negotiations with OFM Labor~~
25 ~~Relations Section employees in any position located where the cost of living impacts the~~
26 ~~agency's ability to recruit and/or retain employees which would severely impair the~~
27 ~~effective operation of the agency, will be compensated basic salary plus specified~~
28 ~~percentages as detailed in the Group C listing.~~

1 **REFERENCE #35:**

2 Basic salary plus five percent (5%) for each day that an eligible employee is assigned the
3 role of the Presiding Steward for the Washington Horse Racing Commission.

4 **REFERENCE #36:**

5 Basic salary plus ten percent (10%) while performing back flow valve testing.

6 **REFERENCE #37B (WFSE Only):**

7 Excluding employees whose assigned duties are classification specific or position specific,
8 within the Washington State Parks and Recreation Commission, Department of Children,
9 Youth, and Families, and the Department of Social and Health Services, certified
10 instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or
11 pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour
12 for every hour engaged in giving instruction to or in receiving re-certification training.
13 Pistol maintenance instructors are eligible for this additional compensation when they are
14 instructing in a classroom setting, providing one on one instruction or repairing at the
15 firing range.

16 **REFERENCE #39:**

17 Construction and Maintenance Project Lead and Construction and Maintenance Project
18 Supervisor positions assigned to marine crew will be compensated basic salary plus ten
19 percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on
20 each day they operate Class C equipment.

21 **REFERENCE #40:**

22 Basic salary plus ten percent (10%) will be paid to Department of Transportation
23 employees in the northwest region permanently assigned to the I-90 tunnel and are
24 responsible to monitor, maintain, and operate the highly complex and specialized tunnel
25 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.

1 **REFERENCE #53:**

2 ~~Within the Washington State Parks and Recreation Commission, basic salary plus seven~~
3 ~~and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such~~
4 ~~duties will be assigned in writing and as directed by management.~~

5 **REFERENCE #55:**

6 ~~Basic salary plus two and one half percent (2.5%) for Security Guards and Residential~~
7 ~~Rehabilitation Counselors within the Department of Social and Health Services that are~~
8 ~~assigned to the Special Commitment Center (SCC) firefighting response team.~~

9 **REFERENCE #56:**

10 ~~Within the Department of Labor and Industries, conditional to serious hazard exposure as~~
11 ~~defined by RCW 49.17.180(6): Industrial Hygienists and Safety & Health Specialists will~~
12 ~~be compensated basic salary plus ten percent (10%) for each hour they are required to use~~
13 ~~personal protective equipment (excluding hard hat, boots, hearing and eye protection) to~~
14 ~~enter a hazardous worksite to consult, inspect or investigate where serious hazards are~~
15 ~~present.~~

16 **REFERENCE #59:**

17 ~~Basic salary plus five percent (5%) shall be paid to trained and qualified employees who~~
18 ~~are assigned members of the following designated specialty teams: Emergency Response~~
19 ~~Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT),~~
20 ~~Crisis Negotiation Team (CNT) and Critical Incident Stress Management (CISM).~~
21 ~~Assignment pay under this reference shall be paid on an hour for hour basis for every hour~~
22 ~~worked during an authorized team related assignment or training.~~

23 **REFERENCE #62:**

24 ~~Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to~~
25 ~~Northwest High Intensity Drug Trafficking Area employees for performing criminal~~
26 ~~intelligence and investigative analysis work. Activities include de-confliction~~
27 ~~communications with other government public safety agencies for officer safety.~~

1 ~~developing criminal link to associates and family members for known or potential criminal~~
 2 ~~activities, and interviewing individuals and their attorneys.~~

3 **REFERENCE #63:**

4 ~~For certified Department of Transportation employees in positions permanently assigned~~
 5 ~~duties that include tree evaluation and felling. Basic salary plus the hourly difference~~
 6 ~~between step M of the Highway Maintenance Worker 2 class and step M of the salary~~
 7 ~~representing a four (4) range increase over the Highway Maintenance Worker 2 class for~~
 8 ~~each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.~~

9 ~~The modifications contained in this MOU will be effective on the date of signatures~~
 10 ~~and will become current contract language in the 2021-2023 CBA.~~

11 ~~Dated December 16, 2021~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM~~

~~Leanne Kunze~~

~~Labor Negotiator~~

~~WFSE/AFSCME Council 28~~

~~Executive Director~~

12 **TENTATIVE AGREEMENT REACHED**

For the Employer:

For the Union:





09/12/2022

9/12/22

Scott Lyders, OFM
Labor Negotiator

Date

Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

Date

1 U. MEMORANDUM OF UNDERSTANDING

2 BETWEEN

3 THE STATE OF WASHINGTON

4 AND

5 THE WASHINGTON FEDERATION OF STATE EMPLOYEES

6 Office of the Secretary of State – COVID 19 Vaccination Requirements

7 COVID-19 continues as an ongoing and present threat in Washington State. The measures
8 we have taken together as Washingtonians over the past several months have made a
9 difference and have altered the course of the pandemic in fundamental ways.

10 It is the duty of every employer to protect the health and safety of employees by
11 establishing and maintaining a healthy and safe work environment and by requiring all
12 employees to comply with health and safety measures. As a result of the above noted
13 situation, and consistent with the Governor's proclamation 21-14.3 all employees of the
14 Office of the Secretary of State are now required to become fully vaccinated or have an
15 approved accommodation, as provided in this Memorandum of Understanding (MOU).

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

17 All employees will take the necessary steps to be fully vaccinated by February 25, 2022
18 or be approved for a medical or religious accommodation, unless otherwise authorized
19 under this MOU.

20 The definition of fully vaccinated may in the future include FDA approved booster shots.
21 The parties agree to meet within thirty (30) calendar days of any announcement that booster
22 shots will become a requirement for continued employment and bargain the impacts in
23 good faith to achieve the health and safety goal.

24 1. Conditions of Employment and Leave

25 a. If the provisions in the following Subsection 1b or 1c do not apply or are
26 not met, and an employee fails to provide proof of being fully vaccinated
27 by February 25, 2022, the employee will be subject to non-disciplinary
28 separation with the last day of employment on February 25, 2022.

29 b. If an employee has submitted an exemption request by January 28, 2022,
30 and cooperates with the process, the following will apply:

31 i. If an employee's accommodation request, at the exemption step, is
32 still being reviewed on February 25, 2022, the employee will be
33 authorized to telework if available. Where the employer has
34 determined that telework is not available, the employee will remain
35 in paid status for a period of up to seven (7) calendar days and then
36 will be required to use applicable vacation leave, personal leave day,

1 personal holiday, leave without pay, or a combination of these, after
2 February 25, 2022, until the exemption decision is provided.

3 ii. If an employee's exemption request has been approved but an
4 accommodation has not been identified by February 25, 2022, the
5 employee must use applicable vacation leave, personal leave day,
6 personal holiday, leave without pay, or a combination of these, after
7 February 25, 2022, until an accommodation determination is made.

8 iii. If an employee's exemption request is denied or an accommodation
9 is not available, the employee will have fifty-five (55) calendar days
10 to become fully vaccinated, provided that:

11 (1) The employee must provide proof of receiving their first
12 dose within ten (10) calendar days of the determination
13 notification. Failure to provide this proof will result in non-
14 disciplinary separation.

15 (2) The employee must use applicable vacation leave, personal
16 leave day, personal holiday, leave without pay, or a
17 combination of these, during the fifty-five (55) calendar
18 days.

19 (3) The employee must provide proof of being fully vaccinated
20 within the fifty-five (55) calendar days. Failure to provide
21 proof of being fully vaccinated within the fifty-five (55)
22 calendar day period will result in non-disciplinary
23 separation.

24 C. If an employee has received their first dose by February 25, 2022, but will
25 not be fully vaccinated by February 25, 2022, the employee will have up to
26 forty-five (45) calendar days, from the date they received their first dose, to
27 become fully vaccinated.

28 i. Prior to February 25, 2022, the employee must provide proof of
29 receiving their first dose. Failure to provide this proof will result in
30 non-disciplinary separation with the last day of employment on
31 February 25, 2022.

32 ii. After February 25, 2022, the employee must use applicable vacation
33 leave, personal leave day, personal holiday, leave without pay, or a
34 combination of these, until they become fully vaccinated.

35 iii. The employee must provide proof of being fully vaccinated within
36 the forty-five (45) calendar days. Failure to provide proof of being
37 fully vaccinated within the forty-five (45) calendar day period will
38 result in non-disciplinary separation.

1 ~~D. — Timeline extensions under Subsections 1b and 1c will not extend non-~~
2 ~~permanent or project appointment end dates.~~

3 ~~F. — Separation Process:~~

4 ~~i. — A pre-separation notice for non-vaccination status will be sent to~~
5 ~~impacted employees by February 4, 2022, via U.S. Mail and work~~
6 ~~e-mail, if a work e-mail address is available. The notice will include~~
7 ~~the reason for the intended separation and an opportunity to respond~~
8 ~~to the pre-separation notice, either at a virtual meeting scheduled by~~
9 ~~the Employer or in writing if the employee prefers; and that the~~
10 ~~employee is entitled to Union representation at a pre-separation~~
11 ~~meeting.~~

12 ~~ii. — The Employer will provide to the Union a list of these employees by~~
13 ~~February 18, 2022.~~

14 ~~iii. — If the foregoing provisions in Subsection 1b or 1c do not apply or~~
15 ~~are not met, and an employee fails to provide proof of being fully~~
16 ~~vaccinated, notice of non-disciplinary separation will be sent to the~~
17 ~~employee.~~

18 ~~iv. — This process is not precedent setting.~~

19 ~~2. — Medical or Religious Exemptions and Accommodation Process~~

20 ~~a. — Employees will inform their Human Resources (HR) representative, either~~
21 ~~verbally or in writing, to request a medical or religious exemption and~~
22 ~~accommodation.~~

23 ~~i. — Accommodation request forms will be posted to the agency's Staff~~
24 ~~Site and will be provided to employees upon request.~~

25 ~~ii. — When an employee requests a form, the Employer will provide the~~
26 ~~form within three (3) business days of the request.~~

27 ~~iii. — Employees are strongly encouraged to submit completed necessary~~
28 ~~materials no later than January 28, 2022, to better ensure their~~
29 ~~requests are processed timely. However, to the extent that requests~~
30 ~~are received after that date, the Employer will continue processing~~
31 ~~requests received through February 25, 2022.~~

32 ~~b. — Based on the information submitted, the Employer will determine whether~~
33 ~~a medical or religious exemption is approved.~~

34 ~~i. — The employee will be notified in writing of the exemption~~
35 ~~determination.~~

- 1 ii. — If the Employer requires a second medical opinion in the exemption
2 process, the Employer will cover all associated costs. The medical
3 appointment, including travel time, will be considered work time.
- 4 iii. — If the employee's request for an exemption is approved, their request
5 will proceed to the accommodation process.
- 6 e. — If an employee's request for a medical or religious exemption is approved,
7 the Employer will determine whether an accommodation can be provided,
8 the form of the accommodation, and the duration of the accommodation.
- 9 i. — The Employer will conduct a diligent review and search for possible
10 accommodations within the agency. The Employer will attempt to
11 accommodate the employee in their current position prior to looking
12 at accommodations in alternative vacant positions. If an alternative
13 vacant position is available, this reassignment will be offered as an
14 option for employee to consider in the accommodation process if an
15 accommodation is not available in the current position. The
16 Employer will consider telework in its determination.
- 17 ii. — An employee requesting accommodation must cooperate with the
18 Employer in the interactive process and discuss the need for and
19 possible form of any accommodation.
- 20 iii. — The employee will be notified in writing of the accommodation
21 determination.
- 22 iv. — If the employee declines the accommodation offered by the
23 Employer, the employee will be subject to non-disciplinary
24 separation, except as provided under Subsections 1b and 1c.
- 25 d. — All information disclosed to the Employer during the accommodation
26 process will be kept in a confidential medical file only. This information
27 will only be accessed or shared by the Employer on a need-to-know basis.
- 28 e. — Upon request, an employee will be provided a copy of the information they
29 submitted for their accommodation request.
- 30 f. — An employee separated due to disability will be placed in the General
31 Government Transition Pool Program if they submit a written request to the
32 agency's HR Office in accordance with WAC 357-46-090 through 105.
33 Following a disability separation, individuals may request reemployment in
34 accordance with the requirements of WAC 357-19-475.

35 **3. — Vaccination Verification**

36 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.

c. 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.

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:

	<u>4/21/22</u>		<u>4/24/22</u>
Scott Lyders, OFM	Date	Brandon Crawford	Date
Labor Negotiator		WFSE/AFSME Council 28	
		Labor Advocate	

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

	<u>09/12/2022</u>		<u>9/12/22</u>
Scott Lyders, OFM	Date	Chris Fox	Date
Labor Negotiator		WFSE/AFSME Council 28	
		Chief Negotiator	

**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.
 - b) 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.
 - c) 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.
 - d) 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).

2) ~~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:

Siobhan Murphy, Labor Negotiator
OFM/SHR/LRS

Kurt Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22

Date

2

1 W. — MEMORANDUM OF UNDERSTANDING
2 BETWEEN THE STATE OF WASHINGTON
3 AND
4 DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
5 AND
6 WASHINGTON FEDERATION OF STATE EMPLOYEES

7
8 Compensation for Overtime-Exempt Employees Providing Relief Coverage Outside
9 of their Current Job Duties during Emergency Staffing in Child Welfare
10 Administration Field Operations

11
12 During the COVID-19 pandemic, the Department of Children, Youth and Families
13 (DCYF), Child Welfare Field Operations Division (CWFO) have encountered and
14 continue to encounter significant challenges in maintaining staffing levels critical to
15 operations, service delivery, and ensuring staff and child safety. Child Welfare Field
16 Operations staff are experiencing significant fatigue and diminished work/life balance due
17 to the number of hours they are working in order to meet operational, youth and staff safety
18 needs.

19 To address emergency staffing needs, DCYF must be able to cover the work using all
20 available employees. This MOU only applies to overtime-exempt employees who
21 volunteer to perform work outside of their regular work schedule or on a regularly
22 scheduled day off. This work is not part of the overtime-exempt employee's normal
23 working hours or job duties and is temporary in nature. For purposes of this MOU, the
24 work needed to maintain operations during emergency staffing may include but is not

1 limited to work related to initial face-to-face (IFFs), monthly health and safety visits, and
2 other emergent needs specific to ensuring child safety, health and well-being in Child
3 Protective Services (CPS), Family Assessment Response (FAR), Family Voluntary
4 Services (FVS), and Child and Family Welfare (CFWS).

5 The Employer and Union agree to the following:

6
7 1. Emergency staffing levels will be determined at the sole discretion of the Assistant
8 Secretary of Child Welfare.

9
10 2. The Appointing Authority, in consultation with the Assistant Secretary of Child
11 Welfare, will determine when employee volunteers are needed to perform work
12 based upon the emergency staffing situation at their facility. Denials of any offer to
13 volunteer will not be subject to the grievance procedure in Article 29 Grievance
14 Procedure.

15
16 3. DCYF will make every effort to fill positions with WFSE bargaining unit
17 employees assigned to that work prior to assigning non-represented volunteer or
18 WMS volunteer under this MOU. This includes contacting and offering overtime
19 to on-call staff and WFSE represented overtime eligible employees at the facility
20 who volunteer. Bargaining unit work performed by a non-represented or WMS
21 employee will remain bargaining unit work.

22
23 4. Overtime-exempt employees will receive hour-for-hour straight time compensation
24 at their regular hourly rate for hours worked under this MOU. This rate will only

1 apply to the hours spent performing the duties of the job for which they are
2 volunteering during a staffing emergency. Work does not include vacation, sick,
3 compensatory time, holidays, shared leave, leave without pay, additional
4 compensation for time worked on a holiday, or time compensated as standby,
5 callback, or any other penalty pay.


6
7 ~~5. All employees who volunteer and are approved to perform work outside their~~
8 ~~regular job duties will be provided training and oversight to allow them to perform~~
9 ~~safely the duties they are volunteering to cover.~~

10 Effective April 7, 2022

11 This MOU will expire on November ~~June 30, 2022~~ 2025.



12 **TENTATIVE AGREEMENT REACHED**

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date

For the Union:

 
Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

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 (FSCRCP) 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.~~

For the Employer:

For the Union:

Scott Lyders, OFM
Labor Negotiator

Date
5/16/22

Leanne Kunze
WFSE/AFSME Council 28
Executive Director

Date

1

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator



9/12/22

Date

2

~~YY. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND DEPARTMENT OF VETERAN AFFAIRS~~

~~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 Veteran Affairs 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 Veteran Affairs (DVA) has implemented emergency staffing plans at its 24/7 facilities.~~

~~To address emergency staffing needs, DVA 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 Appointing Authority or their designee of the 24/7 facility~~

~~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. DVA 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~~

1 contacting and offering overtime to on-call staff and WFSE represented overtime eligible
2 employees at the facility who volunteer.

3 4. Overtime exempt WFSE bargaining unit members will receive hour-for-hour straight
4 time compensation at their regular hourly rate for hours worked under this MOU. This
5 rate will only apply to hours spent performing the duties of the job for which they are
6 volunteering during a staffing emergency. Work does not include vacation, sick,
7 compensatory time, holidays, shared leave, leave without pay, additional compensation
8 for time worked on a holiday, or time compensated as standby, callback, or any other
9 penalty pay.

10 5. All employees who volunteer and are approved to perform work outside their regular
11 job duties will be provided training and oversight to allow them to perform safely the
12 duties they are volunteering to cover.


13 ~~Effective: July 1, 2022~~

14
15 ~~This MOU will expire on November 30, 2022, June 30, 2025.~~

16 ~~Dated: June 10, 2022~~


17 **TENTATIVE AGREEMENT REACHED**

For the Employer:


Scott Lyders, OFM
Labor Negotiator

09/12/2022
Date

For the Union:


Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22
Date

~~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~~

1 completion of their probationary period.

2 ii. — For permanent part-time employees: The above amounts will be
3 paid on the same schedule and proportions as above (1/2 upon
4 completion of the probationary period and 1/2 upon completion of
5 one (1) calendar year of employment following completion of their
6 probationary period) and prorated based on the percentage of time
7 they have been permanently scheduled to work.

8 iii. — Current staff, including those in on-call positions, will receive the
9 same incentives as described above in Parts 1(a)(i) and 1(a)(ii) if
10 they accept a permanent full-time or permanent part-time LPN
11 position.

12 b. — New employees hired from outside of state service into permanent full-time
13 or permanent part-time PSN positions will receive a \$1700.00 recruitment
14 incentive to be paid as follows:

15 i. — For permanent full-time employees: \$850.00 upon completion of
16 their probationary period and the remaining \$850.00 upon
17 completion of one (1) calendar year of employment following
18 completion of their probationary period.

19 ii. — For permanent part-time employees: The above amounts will be
20 paid on the same schedule and proportions as above (1/2 upon
21 completion of the probationary period and 1/2 upon completion of
22 one (1) calendar year of employment following completion of their
23 probationary period) and prorated based on the percentage of time
24 they have been permanently scheduled to work.

25 iii. — Current staff, including those in on-call positions, will receive the

1 same incentives as described above in Parts 1(b)(i) and 1(b)(ii), if
2 they accept a permanent full-time or permanent part-time PSN
3 position.

4 e. — Psychology Affiliate and Psychology Associate: New employees hired from
5 outside of state service into a permanent full-time or permanent part-time
6 Psychologist Affiliate/Associate position will receive a \$1700.00
7 recruitment incentive to be paid as follows:

8 i. — For permanent full-time employees: \$850.00 upon completion of
9 their probationary period and the remaining \$850.00 upon
10 completion of one (1) calendar year of employment following
11 completion of their probationary period.

12 ii. — For permanent part-time employees: The above amounts will be
13 paid on the same schedule and proportions as above (1/2 upon
14 completion of the probationary period and 1/2 upon completion of
15 one (1) calendar year of employment following completion of their
16 probationary period) and prorated based on the percentage of time
17 they have been permanently scheduled to work.

18 iii. — Current staff, including those in on-call positions, will receive the
19 same incentives as described above in Parts 1(c)(i) and 1(c)(ii), if
20 they accept a permanent full-time or permanent part-time
21 Psychology Affiliate or Psychology Associate position.

22 d. — New employees who are hired from outside of state service into a permanent
23 full-time or permanent part-time Psychologists 3 or 4 position will receive
24 a \$7500.00 recruitment incentive to be paid as follows:

25 i. — For permanent full-time employees:

- 1 1. ~~— \$2500.00 upon hire and successful completion of New~~
- 2 ~~Employee Orientation; and,~~
- 3 2. ~~— \$2500.00 upon completion of their probationary period; and,~~
- 4 3. ~~— the remaining \$2500.00 upon completion of one (1) calendar~~
- 5 ~~year of employment following completion of their~~
- 6 ~~probationary period.~~
- 7 ii. ~~For permanent part-time employees:~~
- 8 1. ~~The above amounts under full-time employees will be paid~~
- 9 ~~on the same schedule and proportions as above (1/3 upon~~
- 10 ~~hire, 1/3 upon completion of the probationary period, and the~~
- 11 ~~remaining 1/3 upon completion of one (1) calendar year of~~
- 12 ~~employment following completion of their probationary~~
- 13 ~~period) and prorated based on the percentage of time they~~
- 14 ~~have been permanently scheduled to work.~~
- 15 iii. ~~Current staff, including those in on-call positions, will receive the~~
- 16 ~~same incentives as described above in Parts 1(d)(i) and 1(d)(ii), if~~
- 17 ~~they accept a permanent full-time or permanent part-time~~
- 18 ~~Psychologist 3 or Psychologist 4 position.~~
- 19 e. ~~This recruitment incentive is intended for employees that are new to state~~
- 20 ~~service hired after the effective date of this MOU. Former employees~~
- 21 ~~returning to state service and hired into these positions must have at least a~~
- 22 ~~six (6) month break in service to qualify for the incentive.~~
- 23 2. ~~Retention Incentive:~~
- 24 a. ~~LPN2 and LPN4: LPN2 and LPN4's hired into permanent full-time and~~
- 25 ~~permanent part-time positions after July 1, 2021, through July 1, 2022, will~~

1 receive a \$1700.00 retention incentive. The retention incentive will be paid
2 in two installments of \$850.00: one on July 25, 2022, and one on June 25,
3 2023.

4 b. ~~PSN: PSN's hired into permanent full-time or permanent part-time~~
5 ~~positions after July 1, 2021, through July 1, 2022, will receive a \$1700.00~~
6 ~~retention incentive. The retention incentive will be paid in two installments~~
7 ~~of \$850.00: one on July 25, 2022, and one on June 25, 2023.~~

8 e. ~~Psychology Affiliate and Psychology Associate: Psychology Affiliate and~~
9 ~~Psychology Associates hired into permanent full-time or permanent~~
10 ~~parttime positions after July 1, 2021, through July 1, 2022, will receive a~~
11 ~~\$1700.00 retention incentive. The retention incentive will be paid in two~~
12 ~~installments of \$850.00: one on July 25, 2022, and one on June 25, 2023.~~

13 d. ~~Psychologist 3 and 4: Current Psychologist 3s and Psychologist 4s who~~
14 ~~were employed as permanent employees as of the date of the signing of this~~
15 ~~agreement will receive a \$7500 incentive. The retention incentive will be~~
16 ~~paid in two installments of \$3750.00: one on July 25, 2022, and one on June~~
17 ~~25, 2023.~~

18 e. ~~The amount for the retention incentive for part-time employees will be~~
19 ~~proportionate to the number of hours the part-time employee was in pay~~
20 ~~status in proportion to that required for full-time employment.~~

21 f. ~~Employees that may qualify under both the recruitment and retention~~
22 ~~incentives are only entitled to one incentive under the terms of this MOU.~~

23 g. ~~Employees who leave state employment during the life of this MOU will~~
24 ~~not be entitled to the second installment of the retention incentive.~~

25 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.

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~~2025~~

TENTATIVE AGREEMENT REACHED

For the Employer:



Scott Lyders, OFM
Labor Negotiator

09/12/2022

Date

For the Union:



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/12/22

Date