

[EDITORIAL NOTE: LANGUAGE ADDED TO THE 2009-2011 CONTRACT ARE INDICATED BY UNDERLINING THE NEW LANGUAGE; DELETIONS ARE INDICATED BY ~~STRIKING THROUGH~~ THE DELETED LANGUAGE.]

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and the Washington Public Employees Association, Local 365, United Food and Commercial Workers, referred to as the “Union.”

It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences. The Preamble is not subject to the grievance procedure in Article 30.

ARTICLE 1 RECOGNITION CLAUSE

The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees in the bargaining units as so certified by the Public Employment Relations Commission for the purpose of establishing wages, hours and conditions of employment.

If the Public Employment Relations Commission certifies the Union as the exclusive representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement apply.

ARTICLE 2 NON-DISCRIMINATION

- 2.1** Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, or the presence of any sensory, mental or physical disability, genetic information, or because of participation or lack of participation in Union activities is prohibited, and no unlawful harassment will be tolerated.
- 2.2** Employees who believe they have been the subjects of unlawful discrimination, harassment or hostile work environment are encouraged to discuss such issues

with their supervisor, management staff, Human Resources Office or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, harassment or hostile work environment, the grievance will be suspended until the internal complaint process has been completed.

- 2.3** Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.4** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.
- 2.5** The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as to prevent all forms of discrimination.

ARTICLE 3 PROMOTIONS AND VACANCIES

- 3.1** 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 that is being filled. 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.
- 3.2** An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 35, Layoff and Recall, of this Agreement and are confined to each individual agency.
- 3.3** 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.
- 3.4** 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.
- 3.5** A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- 3.6** 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.

3.7 When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

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

ARTICLE 4

HIRING AND APPOINTMENTS

4.1 Permanent Status

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

4.2 Internal Movement – Permanent Employees

Prior to certifying candidates in accordance with Article 3.7, an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees desiring a transfer, voluntary demotion or elevation will initiate a request in writing and appointing

authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision.

4.3 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 twenty-four (24) months except when filling in for the absence of a permanent employee. 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 his or her agency will have the right to return to his or her position in the agency or to a position in the permanent classification he or she left at the completion of the non-permanent appointment; provided, that the employee has not left the original non-permanent appointment, unless the original Appointing Authority agrees otherwise. 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 his or her current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.
3. The Employer may convert a non-permanent appointment into a permanent appointment and the employee will serve a probationary or trial service period. The Employer must appoint an internal layoff candidate with the required skills and abilities who has indicated an appropriate geographic availability, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment. Time spent in a non-permanent appointment may count towards the probationary or trial service period for the permanent position.
4. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee.

B. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving notice to the employee.

C. In-Training Appointment

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

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

The training plan may include any of the following components:

- a. On-the job training
- b. Classroom or field instruction
- c. Courses conducted by an educational institution, vocational school, or professional training organization; or
- d. 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.

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 his or her in-training appointment, in accordance with Subsections 4.3 B of this Article.
4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The trial service period and in-training program will run concurrently. The Employer will determine the length of the trial service period(s) to be served by an employee in an in-training appointment, however the cumulative total of the trial service periods for the entire in-training appointment will not exceed thirty-six (36) months.
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.

D. Project Employment

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

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

- a. Promote to another job classification within the project; or

- b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
 - 3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
 - 4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
 - 5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 35, Layoff and Recall.
- E. Seasonal Career Employment
- 1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and are anticipated to last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.
 - 2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with Subsection 4.3 A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
 - 3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in Article 35, Layoff and Recall.
- F. The termination of a non-permanent or on-call appointment is not subject to the grievance procedure in Article 30.

4.4 Review Periods

- A. Probationary Period
 - 1. Except for those employees in an in-training appointment, every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) ~~consecutive~~ months performing assigned duties; except that any class for which the probationary period was twelve (12) months on July 1, 2005, will continue to have a twelve (12)

month probationary period. The Employer may extend the probationary or trial service period for an individual employee or for all employees in a classification, as long as the extension does not cause the total period to exceed twelve (12) months, ~~on a case-by-case basis~~. The Employer agrees to notify the Union when it intends to extend the probationary or trial service of an employee or for all employees in a classification beyond six (6) months.

2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article 30. The Employer must give a minimum of one (1) calendar days written notice prior to the effective date of separation.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be as in Subsection A.1, above, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Appointing Authority may credit time worked in the non-permanent appointment toward completion of the six (6) month probationary period as defined in Subsection A.1, above.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) ~~consecutive~~ months performing assigned duties. The Employer agrees to comply with the probationary or trial service period that the Department of Personnel has designated for each classification. The Employer may extend the ~~probationary or~~ trial service period for an individual employee, as long as the extension does not cause the total period to exceed twelve (12) months, on a case-by-case basis.

The Employer agrees to notify the Union when it intends to extend the ~~probationary~~ or trial service of an employee beyond six (6) months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. With prior written notice by the Employer, all employees failing a trial service period may be offered an opportunity to revert to a position in the same agency, that is:
 - a. Vacant or filled by a probationary or non-permanent employee and is within the trial service employee's previously held job classification; or
 - b. Vacant or filled by a probationary or non-permanent employee at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position.

4. Any employee failing a trial service period who has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.
5. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 30.

4.5 Return-to-Work Initiative Program

Benefits under this program will be applied in accordance with WAC 357-19-505 through 535.

ARTICLE 5

PERFORMANCE EVALUATION

5.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors will support employees in their professional development, so that skills and abilities can be aligned with agency requirements. To recognize employee accomplishments, and to address performance issues in a timely manner, discussions between the supervisor and

employee will occur during 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 to correct the problem.

5.2 Evaluation Process

- A. Employee work performance will be evaluated prior to the completion of his or her probationary or trial service periods and at least annually thereafter as scheduled by each agency. Evaluations will be conducted in a private setting. Probationary or permanent employees whose work performance is determined to be unsatisfactory must be notified in writing of the deficiency(ies). Unless the deficiency(ies) is (are) substantial, the employee shall be given the opportunity to correct the deficiency(ies) and demonstrate satisfactory performance before it is documented in an evaluation.
- B. The performance evaluation process will include, but not be limited to, a written or electronic performance evaluation on the Employee Development and Performance Plan (EDPP) form or the Performance and Development Plan (PDP) form, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file. Employees will be given copies of their completed evaluation within a reasonable time.
- C. The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure in Article 30.
- D. The Employer will make information on the performance evaluation process readily available to employees and supervisors. An employee may request training in the EDPP or PDP process in accordance with Article 8.1.

5.3 For Bargaining Units at the Washington State Center for Childhood Deafness and Hearing Loss School for the Deaf and Washington School for the Blind

Evaluations shall be conducted at least bi-annually and normally completed no later than May 15th.

ARTICLE 6 HOURS OF WORK

6.1 Definitions

- A. Full-time Employees:
Employees who are scheduled to work 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. Part-time Employees:
Employees who are scheduled to work less than forty (40) hours per workweek.
- D. Overtime-Eligible Positions:
Employees who work in positions that are assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- E. Overtime-Exempt Positions:
Employees who work in positions that are assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- F. Shift Employees:
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) workshift.
- 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:
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. If there is a change in their workweek, employees will be given written notification by the Appointing Authority.

6.2 Determination

The Employer shall determine whether a position is overtime-eligible or overtime-exempt in accordance with federal and state law. With regard to law enforcement positions, the Employer shall determine if an overtime-eligible position has an extended work period.

6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees shall 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. An employee may request different starting and ending times. The Employer may adjust the regular work schedule with prior notice to the employee as defined in this Article.

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, if the alternate work schedules meet the requirements of federal and state laws, and do not result in overtime. An employee may request different workweeks and work shifts.

C. Schedule Changes

Employees' workweeks and work schedules may be changed with prior notice from the Employer. Overtime-eligible employees shall receive five (5) calendar days' written notice of a schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a schedule change. The Employer may adjust an overtime-eligible employee's daily start and/or end time(s) by two (2) hours.

D. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in unexpected, serious situations.

E. 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.

6.4 Overtime-Eligible Law Enforcement Employee Work Schedules

The regular work schedule for full-time overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, shall not be more than one hundred and sixty hours (160) hours in a twenty-eight (28) day period. Work schedules may be changed in accordance with Subsection 6.3 C through E, above.

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 shall be scheduled as close to the middle of the work shift as possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption 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 shall 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 shall not be combined.

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 scheduled 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 shall be allowed rest periods of fifteen (15) minutes for each one-half (1/2) shift of four (4) or more hours worked at or near the middle of each one-half (1/2) shift of four (4) 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 shall not be combined.

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 which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Employees will consult with their supervisors to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. ~~Employees are responsible for keeping management apprised of their schedules and their whereabouts.~~ Where such flexibility does not occur or does not achieve the appropriate balance, and with Appointing Authority or designee approval, overtime-exempt employees are authorized to accrue exchange time for extraordinary or excessive hours worked. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. Exchange time has no cash value and cannot be transferred between agencies. ~~receive exchange time at the rate of equal hours off for hours worked above forty five (45) hours in a workweek.~~
- E. With Employer approval, alternate work schedules, including both flexible and compressed work schedules, may be established subject to business and customer service needs. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Overtime-exempt employees whose employer requires him or her to work on a holiday will receive exchange time at the rate of equal hours off for all hours worked on a holiday.

ARTICLE 7 OVERTIME

7.1 Definitions

A. Overtime:

Overtime is defined as time that an 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 the employee is a shift employee at Liquor Control Board, Security Staff.
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; or
4. Works while on fire duty as specifically defined in Article 41, Compensation.

B. Overtime Rate:

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

C. Work:

For overtime purposes, work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.

D. Work does not include:

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

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

- A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at his or her regular rate of pay for all work performed up to forty (40) hours

in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

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

7.3 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.
- B. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances shall an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

7.4 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility
Compensatory time off may be earned in lieu of cash only when an agency and the employee agree. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time
Employees may accumulate no more than two hundred forty (240) hours of compensatory time, or four hundred eighty (480) hours for law enforcement employees or employees engaged in public safety or emergency response activities.
- C. Compensatory Time Use
Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. The employee may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days' notice.

D. Compensatory Time Cash Out

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 shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee:

1. Leaves state service for any reason,
2. Transfers to a position in his or her agency with different funding sources, or
3. Transfers to another state agency.

ARTICLE 8 TRAINING

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employee development. The Employer will provide training in accordance with WAC 357-34 and available resources.

~~**8.2** In accordance with WAC 357-34, the Employer agrees to prepare a training and development plan based on an assessment of each agency's employee's and development needs.~~

8.23 The agency training and development plan must state the Employer's policies and objectives for employee training and development and such policies must address, at a minimum, the following:

- A. Identification of the person responsible for employee training and development;
- B. Criteria for employee eligibility;
- C. Criteria for determining employees' work status while participating in training and development activities;
- D. Criteria for education leave;
- E. Tuition reimbursement or fee waiver policy;
- F. Mandated training in accordance with state and federal regulations;
- G. Entry-level management/supervisory training;

- H. Assessment of employee training and development needs;
 - I. Evaluation of the training and development programs; and
 - J. Assignments for career development in accordance with WAC 357-34-050.
- 8.34** The Employer will provide appropriate training on supervision/inmate relations for employees whose duty involves interacting with incarcerated individuals.

8.45 Master Agreement Training

- A. The Employer and the Union agree that training for managers, supervisors and ~~job representatives~~ shop stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training on this Agreement to ~~job representatives~~ shop stewards, and the Employer will provide training to managers and supervisors.
- B. The Union will present the training to union ~~job representatives~~ shop stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union ~~job representatives~~ shop stewards who attend the training during their scheduled work shift. Union ~~job representatives~~ shop 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 the ~~job representatives~~ shop stewards attending each session. Travel time and expenses will not be paid by the Employer.

8.5 New Employees

When an agency hires a new employee, the Employer will provide each new employee with an orientation package provided by the Union.

**ARTICLE 9
LICENSURE AND CERTIFICATION**

- 9.1** The Employer and the Union recognize the necessity for bargaining unit employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position.
- 9.2** 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.

ARTICLE 10 HOLIDAYS

10.1 Holidays

The following days are legal holidays as designated by statute:

1. The first day of January (New Year's Day);
2. The third Monday of January (Martin Luther King, Jr.'s birthday);
3. The third Monday of February (Presidents' Day);
4. The last Monday of May (Memorial Day);
5. The fourth day of July (Independence Day);
6. The first Monday in September (Labor Day);
7. The eleventh day of November (Veterans' Day);
8. The fourth Thursday of November (Thanksgiving Day);
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth day of December (Christmas Day);
11. Personal holiday as provided in Section 10.3 below.

10.2 Holiday Rules

The following rules apply to the holidays listed:

- A. Employees will be paid at a straight time rate even though they do not work.
- B. If an employee works on a holiday, he or she will be paid for the actual hours worked at the straight time rate plus the overtime rate, as outlined in Article 7, Overtime.
- C. For full-time employees on a Monday through Friday work schedule:
 1. Whenever any holiday falls on a Saturday, the preceding Friday shall be the holiday.
 2. Whenever any holiday falls on a Sunday, the following Monday shall be the holiday.
- D. For full-time employees not on a Monday through Friday work schedule:
 1. When a holiday falls on the employee's scheduled work-day, that day will be considered the holiday.
 2. When a holiday falls on an employee's regularly scheduled day off, the agency will decide whether it will be observed on the employee's work-day before or after the holiday.

- E. For employees working a night shift schedule which begins on one calendar day and ends on the next, the holiday shall be determined by the agency to commence either at the start of the scheduled night shift that begins on the calendar holiday, or at the start of the shift that precedes the calendar holiday.

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

- F. Part-time employees who are employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not including the holiday) will be compensated in cash for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. Full-time employees who are employed before and after the holiday and are in pay status for a period of eighty (80) non-overtime or non-standby hours during the month, not counting the holiday, will receive compensation for the holiday.

10.3 Personal Holiday

- A. Each employee may select one (1) personal holiday each calendar year, under the following conditions:
 - 1. The employee has been or is scheduled to be continuously employed by the state for more than four (4) months.
 - 2. The employee has given not less than fourteen (14) calendar days' notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
 - 3. The number of employees selecting a particular day off allows an agency to continue its work efficiently and not incur overtime.
- B. Entitlement to the holiday will not lapse when denied under Subsection A.3, above.
- C. Full-time alternate work schedule employees shall receive regular pay for each personal holiday.
- D. Part-time employees shall be entitled to the number of paid hours on a personal holiday that their monthly schedule bears to a full time schedule.

- E. Part or all of a personal holiday may be donated to another employee for shared leave. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.
- F. Part or all of a personal holiday may be used for:
 - 1. The care of family members as required by the Family Care Act, WAC 296-130;
 - 2. Leave as required by the Family Military Leave Act, RCW 49.77 and in accordance with Article 18.10, or
 - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

10.4 Only Article 10.3, Personal Holiday, applies to the Bargaining Units at the Washington State School for the Blind and Washington State Center for Childhood Deafness and Hearing Loss. ~~School for the Deaf.~~

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**

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, 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 below in Section 11.4.

Vacation leave credit earned by part-time employees will be computed and accrued in an amount proportionate to the number of hours the part-time employee is in pay status during the month relative to that required for full-time employment.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous <u>total</u> employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)

11.5 Vacation Scheduling

- A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments.
- B. Employees will request vacation leave in advance according to agency procedures. Where circumstances preclude advance requests, supervisors may approve vacation leave retrospectively on a case by case basis. When considering requests for vacation leave the employing agency shall give due regard to the needs of the employee but may require that leave be taken when it will least interfere with the work of the agency.
- C. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.
- D. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave credits to cover the absence.

E. When two (2) or more employees request the same vacation days off at the same time and business needs preclude approval of both leave requests, seniority will prevail. The Employer will consider the required skills and abilities needed to meet business and customer service needs. Previously approved leave will not be cancelled in order to grant leave to a senior employee.

~~FE.~~ For the Communications Officer 3 Bargaining Unit only, vacations may be bid on the basis of first choice and length of time in their current job classification, then second choice and length of time in their current job classification. Ties will be broken in accordance with Article 34. 1 (C).

11.6 Family Care

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

11.7 Military Family Leave

Employees may use vacation leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.10.

11.8 Domestic Violence Leave

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

11.9 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, an employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

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

11.10 Separation

Any employee who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

- 11.11** This Article does not apply to the Bargaining Units at the Washington Center for Childhood Deafness and Hearing Loss ~~School for the Deaf~~ and the Washington State School for the Blind.

ARTICLE 12 SICK LEAVE

12.1 Sick Leave Accrual

A full-time employee will accrue eight (8) hours of sick leave after he or she has been in pay status for eighty (80) non-overtime hours in a calendar month.

Part-time employees will accrue sick leave in an amount proportionate to the number of hours the part-time employee is in pay status in the 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 his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, WAC 296-130.
- 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. Preventative health care of relatives or household members, up to one (1) day for each occurrence or as extended by the agency when an employee is required to be absent to provide care or transportation for a relative of the employee or the employee's spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, or for a member of employee's household obtaining preventative health care.
- F. Illness of a qualifying child.
- G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer. "Relatives" is defined as spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, grandchild, grandparent or parent of the employee/employee's spouse or registered domestic partner.

H. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 18.10.

I. Leave for Domestic Violence Leave as required by RCW 49.76.

12.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer will allow an employee to use compensatory time or vacation leave for sick leave purposes in the same manner as the use of accrued sick leave. An employee may be denied the ability to use compensatory time or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave.

12.4 Restoration of Vacation Leave

When a condition listed in Subsection 12.2 A, above, 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 his or her return to work. The equivalent amount of vacation leave will be restored.

12.5 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. Upon returning to work, the employee shall report the general reason or circumstance for the sick leave. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employee from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness and the absence continued for more than ten (10) continuous working days.

12.6 Sick Leave Annual Cash Out

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

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred 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.

12.7 Sick Leave Separation Cash Out

At the time of death, an eligible employee's estate will receive compensation for his or her total sick leave balance on a one (1) hour for four (4) hours basis. At the time of retirement from state service, an eligible employee will receive compensation for his or her sick leave balance on a one (1) hour to four (4) basis, which will be forwarded to their Voluntary Employee Beneficiary Associations. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

12.8 Reemployment

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

ARTICLE 13 SHARED LEAVE

13.1 Shared Leave

The purpose of the state leave sharing program is to permit state employees to donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, or who is a victim of domestic violence, sexual assault or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the Washington state leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, or infliction of fear of imminent physical harm, bodily injury, or assault between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. Employee's "relative" normally shall be limited to the employee's spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.

- D. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and/or do provide financial support for one another. This term shall 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.
- E. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- F. "Sexual assault" has the same meaning as in RCW 70.125.030.
- G. "Stalking" has the same meaning as in RCW 9A.46.110.
- H. "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.
- I. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the Coast Guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- J. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

13.2 Shared Leave Receipt

The Employer may permit an employee to receive shared leave if the employee meets the following criteria:

- A. The employee's Agency Head determines that the employee meets the criteria described in this Section.
 - 1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 - 2. The employee has been called to service in the uniformed services;

3. The employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. The employee is a victim of domestic violence, sexual assault or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service or consequence of domestic violence, sexual assault or stalking has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The employee has depleted or will shortly deplete his or her:
1. Vacation leave, sick leave and personal holiday reserves if the employee qualifies on Subsection A.1 of this Section.
 2. Vacation leave and paid military leave allowed under RCW 38.40.060, if the employee qualifies under Subsection A.2 of this Section; or
 3. Vacation leave and personal holiday if the employee qualifies under Subsection A.3 or A.4.
- D. The employee's absence and the use of shared leave are justified.
- E. The employee has abided by the Employer's rules regarding:
1. Sick leave use if the employee qualifies under Subsection A.1 and A.4 of this Section; or
 2. Vacation leave and military leave if the employee qualifies under Subsection A.2 of this section.
- F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection A.1 of this section.

13.3 Shared Leave Use

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred and twenty-two (522) ~~two hundred sixty-one (261)~~ days of shared leave, during total state employment, except that, the Employer may authorize leave in excess of five hundred and twenty-two (522) days in extraordinary circumstances for n employee qualifying for the program he or she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. except that ~~A~~ a non-permanent employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent employee's appointment letter.
- B. The Employer will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and the expected date of return-to-work status for shared leave under Subsection 13.2 A.1. The Employer will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence for shared leave under Subsection 13.2 A.2. The Employer will require the employee to submit prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under Subsection 13.2 A.3. The Employer will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under Subsection 13.2 A.4.

13.4 Leave Donation

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

- A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and
1. The full-time employee's request to donate leave will not cause his or her vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and
 2. Employees may ~~not~~ donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for leave was denied and the leave was deferred.

- B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause his or her sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- C. The Employer approves the employee's request to donate all or part of his or her personal holiday to an employee authorized to receive shared leave.
 - 1. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.
 - 2. An employee will be allowed to split the personal holiday when donating a portion of the personal holiday to the shared leave program.

13.5 Shared Leave Administration

- A. The receiving employee shall be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value shall be in accordance with Office of Financial Management policies, regulations and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.
- B. Any shared leave not used by the recipient during each incident/occurrence as determined by the agency director shall be returned to the donor(s). Before returning unused leave in connection with an illness or injury, the Employer will obtain a statement from the receiving employee's doctor verifying the illness or injury is resolved. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return shall be prorated back based on the donor's original donation.
- C. All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
- D. Agencies shall maintain records which contain sufficient information to provide for legislative review.
- E. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that he or she used.

- F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/education service districts, to an employee of another state agency, higher education institution, or school district/education district. ~~is transferable between employees in different state agencies with the agreement of both Agency Heads.~~

ARTICLE 14

UNIFORMED SERVICE SHARED LEAVE POOL

14.1 Purpose

The uniformed service shared leave pool allows state employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel and Office of Financial Management administer the pool.

14.2 Definitions

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

- A. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. “Military salary” includes base, specialty and other pay, but does not include allowances like the basic allowance for housing.
- C. “Monthly salary” includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. “Monthly salary” does not include overtime pay, callback pay, standby pay or performance bonuses.
- D. “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.
- E. “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 for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any

other category of persons designated by the president of the United States in time of war or national emergency.

14.3 Participation

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
 - 1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
 - 2. The employee has been called to service in the uniformed services.
 - 3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
 - 4. The employee's absence and the use of shared leave are justified.
 - 5. The employee has depleted or will shortly deplete his or her vacation leave and paid military leave allowed under RCW 38.40.060.
 - 6. The employee has followed agency rules regarding military leave.

- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:
 - 1. 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.
 - 2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
 - 3. The donating employee may donate all or part of a personal holiday.

14.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their agency policies and procedures addressing uniformed service shared leave.

- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide to their Agency Head or designee an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.
- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.
- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. Agencies will investigate any alleged abuse of the uniformed service shared leave pool. If there is a finding of wrongdoing the employee may be required to repay all of the shared leave received from the pool.

14.5 This article is not subject to the grievance procedure.

ARTICLE 15

FAMILY AND MEDICAL LEAVE – PREGNANCY DISABILITY LEAVE

15.1

- A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto, and the Washington Family Leave Act of 2006, 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 ~~FMLA~~ leave in a twelve (12) month period for any combination of the following reasons 1-4:

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; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCWs 26-06-020 and 26.60.030 ~~WAC 182-12-260 (2)~~ 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 in accordance with the WFLA will not be counted towards the twelve (12) weeks of FMLA; and or ~~Son or daughter means a biological, adoptive, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18) or age eighteen (18) or older and incapable of self care because of a mental or physical disability. Parent means a biological or adoptive parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter; or~~
4. ~~A qualifying exigency, as defined by the Department of Labor, arising from the fact that the Family medical leave for a qualifying exigency when the employee's spouse, child of any age, or a son, daughter, or parent of the employee is on active duty or has been notified of an impending or call to active duty status of in the Reserves or National Guard Armed Forces in support of a contingency operation for deployment to a foreign country.~~

~~Active duty means a call or order to active duty under a provision of law referred to in section 101(a) (13) (B) of title 10, United States Code. Contingency Operations is defined in Section 101 (a) (13) of title 10 United States Code.~~

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

During the single twelve (12) month period during which Military Caregiver ~~Servicemember~~ Leave is taken the employee may only take a combined total of twenty-six (26) weeks of leave for

Military Caregiver Servicemember Leave and leave taken for the other FMLA qualifying reasons.

~~B. Servicemember Family Leave Definitions~~

- ~~1. Covered Servicemember — A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.~~
- ~~2. Next of Kin — Used with respect to an individual, means the nearest blood relative of that individual.~~
- ~~3. Serious Injury or Illness — In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member's office, grade, rank or rating.~~

~~BC.~~ Entitlement to family medical FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

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

~~15.2~~ The ~~twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section 15.1 are met.~~ The family medical FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical FMLA leave. Each time an employee takes family medical FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

~~15.3~~ The Employer will continue the employee's benefits as defined by RCW 49.78.020(6) during the period of leave covered by family medical FMLA. The employee will be required to pay his or her share of health insurance, life insurance and disability insurance premiums.

~~15.4~~ The Employer has the authority to designate absences that meet the criteria of the family medical leave FMLA. The use of any paid or unpaid leave for a ~~FMLA family medical leave-qualifying event~~ will run concurrently with, not in addition to, the use of the family medical leave FMLA for that event. Employees may

choose to use appropriate paid leave or leave without pay for absences granted in accordance with the Washington Family Leave Act. RCW 49.78. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the family medical leave FMLA. Any employee choosing to substitute paid leave during a FMLA family medical leave-qualifying event must follow the notice and certification requirements relating to family medical leave FMLA usage in addition to any notice and certification requirements relating to the paid leave.

- 15.5** Parental leave shall be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the family medical leave FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the family medical leave FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the Agency Head step of the grievance procedure in Article 30.

Parental leave may be a combination of the employee's accrued vacation leave, sick leave, ~~for pregnancy disability or other qualifying events~~, personal holiday, compensatory time, or leave without pay.

- 15.6** ~~Serious health condition leave consistent with the requirements of the FMLA shall be granted to an employee in order to care for a spouse, son, daughter, parent, or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA shall be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave, serious health condition leave, or serious illness or injury leave be supported by certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for family medical leave.~~

- 15.7** Leave for a FMLA family medical leave-qualifying event may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

- 15.8** Upon returning to work after the employee's own FMLA family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.

- 15.9** If the need is foreseeable, the employee shall provide the Employer with not less than thirty (30) days' notice before the FMLA family medical leave is to begin. If

the need for the leave is unforeseeable thirty (30) days in advance, then the employee shall provide such notice when feasible.

15.10 Following an absence granted for the situations in Subsection 15.1 A of this Article, the employee shall return to the same or equivalent position held prior to the absence as set forth in RCW 49.78.280.

15.11 Pregnancy Disability Leave

A. Leave for pregnancy or childbirth related disabilities is in addition to any leave granted under the FMLA or Washington state family leave laws.

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

15.12 The parties recognize that the Department of Labor is working on further defining the recent amendments to FMLA. The Employer and employees will comply with existing and any newly developed federal FMLA regulations, interpretations and/or definitions.

ARTICLE 16
NON-OPERATIONAL WORKSITES/INABILITY
TO REPORT TO WORK

16.1 If the Employer determines that a state office or work location is non-operational for reasons including, but not limited to, inclement weather, natural disasters and health or safety threats, the Employer may take the following actions:

A. Non-emergency employees (as determined by an Agency Head or designee) may be released with no loss of pay during any disruption of services.

B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during any disruption of services.

16.2 Employees who work their normal hours during the disruption will not receive additional compensation.

16.3 If a work location remains fully operational but an employee is unable to report to work or remain at work due to inclement weather, natural disasters, or other reasons as determined by the Employer, the employee's leave will be charged in the following order:

- A. Any earned compensatory time
- B. Any accrued vacation leave
- C. Up to three (3) days of accrued sick leave per calendar year
- D. Leave without pay

16.4 Tardiness due to an employee's inability to report for scheduled work because of inclement weather, natural disasters, safety threats, or other reasons as determined by the Employer will be allowed up to one (1) hour of paid time at the beginning of the workday. Section 16.3 will apply to any additional late time.

ARTICLE 17 MISCELLANEOUS LEAVE

17.1

Leave with pay will be allowed during scheduled work time:

- A. For participating in life-giving procedures, subject to Section 17.3;
- B. When required to report for jury duty service, subject to Section 17.4;
- C. To appear in court or an administrative hearing, subject to Section 17.5;
- D. For twenty-one (21) days for active duty or active duty training, subject to Section 17.6;
- E. For bereavement Leave, subject to Section 17.7;
- F. To allow an employee to receive an assessment from the Employee Assistance Program, subject to Section 17.8;
- G. For examinations or interviews with a state employer during scheduled work hours subject to Section 17.9;

17.2 Subject to Employer approval, leave with pay may be allowed during scheduled work time for an employee to perform civil duties as a volunteer, including but not limited to fire fighting, search and rescue efforts or donating blood.

17.3 Leave for Life-Giving Procedures

Employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures, upon approval. "Life-giving procedure" is defined as a medically supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a live-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

17.4 Jury Duty

The Employer may require documentation or verification of jury service. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

17.5 Respond to Subpoena

A subpoenaed employee will receive leave with pay, during scheduled work time, to appear in court or an administrative hearing to testify about a job-related matter unless he or she is a party in the matter or has an economic interest in the matter. Nothing in this Section shall preclude an employee from receiving leave with pay to appear in court or an administrative hearing on behalf of the Employer, or as provided in Article 30, Grievance Procedure.

17.6 Military Leave

In addition to twenty-one (21) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

17.7 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if his or her family member or household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, his or her personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

For purposes of this sub-article a family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, grandparent, grandchild, child and step-

child. A household member is defined as persons who reside in the same home who have reciprocal duties to and/or 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.

17.8 Employee Assistance Program

When approved, employees will receive paid leave to receive an assessment from the Employee Assistance Program.

17.9 Examinations/Interviews

Employers may limit the number of occurrences or the total amount of paid leave that will be granted to an employee to participate in an interview or take an examination during scheduled work hours. Employers may deny an employee's request to participate in an interview or take an examination during scheduled work hours based upon operational necessity.

17.10 Travel for Miscellaneous Leave

Employees shall not be eligible for per diem, travel time, and/or travel expenses under this Article, except as on a case-by-case basis the Appointing Authority may approve part or all expenses under this Article.

17.11 Except as required in Subsection 17.12, employees will give reasonable advanced notice for miscellaneous leave request(s).

17.12 Personal Leave

- A. Employees in positions not requiring relief or backfill may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than six (6) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal leave may not be carried over from one fiscal year to the next.
- D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.

- E. Upon request, an employee will be approved to use part or all of his or her personal leave day for:
 - 1. The care for family members as required by the Family Care Act, WAC 296-130;
 - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.10; or
 - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
- F. This provision will expire on June 30, ~~2013~~.
- G. Personal leave day does not apply to the bargaining units at the Washington State School for the Blind and the Washington Center for Childhood Deafness and Hearing Loss ~~School for the Deaf~~.

ARTICLE 18 LEAVE WITHOUT PAY

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

- A. Family and medical leave (Article 15)
- B. Compensable work-related injury or illness leave
- C. Military leave
- D. Child and elder care emergencies
- E. Volunteer firefighting leave
- F. Military family leave
- G. Domestic violence leave

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

- A. Education leave
- B. U.S. Public Health Service and Peace Corps leave
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. Seasonal career employment
- F. As otherwise provided for in this Agreement

18.3 **Limitations**

Leave without pay shall be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness
- B. Educational leave
- C. Governmental service leave
- D. Military leave
- E. Leave taken under the provisions of Article 15, Family and Medical Leave
- F. Seasonal career employment leaves
- G. Volunteer firefighting leave
- H. Domestic violence leave

Any employee who is on leave without pay for twelve (12) months or more in any consecutive five (5) year period will be considered to have resigned his or her position as provided for in Article 29, Presumption of Resignation.

18.4 Returning Employee Rights

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

18.5 Educational Leave

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

18.6 Child and Elder Care Emergencies

Leave without pay shall be granted for child and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for child and elder care emergencies, subject to the limitations above.

18.7 Seasonal Career Employment

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

18.8 Governmental Service Leave

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

18.9 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

18.10 Military Family Leave

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

18.11 Domestic Violence Leave

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

ARTICLE 19 SAFETY AND HEALTH

19.1 The Employer and the Employee have a responsibility for workplace safety.

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <http://www.lni.wa.gov/safety>. Safety committees will be established in accordance with the Washington Administrative Code. The Safety Officer's name and phone number will be posted on WISHA workplace posters.
- B. Employees will comply with all safety and health practices and standards established by WISHA and the Employer. The Employer's standards will not be lower than those established by WISHA.
- 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. Grievances concerning safety conditions are permitted, but will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries.

- 19.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and ergonomic equipment that employees will wear and/or use.
- A. Employees shall wear or use Employer-provided safety equipment appropriate to the situation when working in an environment for which the safety equipment is required, and employees shall be furnished notice of such safety equipment requirements in writing.
 - B. Each employee shall be responsible for the safe operation and for the preventative maintenance of all assigned equipment within the resources provided by the Employer.
 - C. The Employer will provide employees with appropriate orientation and/or training to perform their jobs safely.
- 19.3** Smoking is prohibited within Employer facilities, buildings and vehicles.
- 19.4** If the Employer determines there is a valid threat, the Employer will follow its written emergency and/or evacuation procedures.

ARTICLE 20

WILDFIRE SUPPRESSION AND OTHER EMERGENCY DUTY

- 20.1** The provisions of this Article apply to all Department of Natural Resources (DNR) employees when performing wildfire suppression or other emergency duties under the incident command system.
- 20.2 Fire Season Work Schedules**
While the state's fire season is in effect, work schedules for wildfire suppression personnel may be assigned that are other than Monday through Friday and 8:00 a.m. to 4:30 p.m. Fire season schedules shall provide for equitable rotation if requested by a majority of the affected employees.
- 20.3** For those employees whose permanent or temporary duty station is a correctional facility, DNR shall 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 shall be posted in a place visible to employees.
- 20.4 Rotational Fire Duty Standby**
While the state's fire season is in effect, separate rotational standby schedules may be established for incident command system positions of Division Supervisor, Task Force Leader, and Resource Boss. If established, the rotational

schedules will be posted in region and division offices and updated weekly. Actual rotation will 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.

20.5 Agreement Applies to all Deployments

- A. Wildfire suppression working conditions, as specified in this Agreement, are considered usual and customary in any wildfire suppression operation to which the Employer has deployed employees.
- B. On inter-agency fires, DNR shall designate a knowledgeable agency representative or contact to ensure compliance with provisions of this Agreement.

20.6 Length of Deployment

- A. The Employer retains sole authority to dispatch employees to fires even when dispatched to inter-agency fires.
- B. If not released from wildfire suppression duty by the tenth (10th) consecutive day following deployment away from their duty station, employees will be scheduled for rest and recuperation and unavailable for work assignments for twenty-four (24) hours. The rest and recuperation period is intended to occur no later than the fourteenth (14th) consecutive calendar day. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating ten (10) consecutive days. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest and recuperation leave is paid at the employee's straight time hourly rate.
- C. When a rest and recuperation period, as discussed above, does not occur because of scheduling considerations before release from fire suppression duty away from an employee's duty station, the employee shall take rest and recuperation miscellaneous leave on the first calendar day after returning from fire duty to the employee's regular duty station.
- D. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Region/Division Manager, the DNR Resource Protection Division Manager, and the employee. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days shall include a provision for scheduling a rest and recuperation period if not already taken at the earliest opportunity consistent with safety and scheduling considerations.

20.7 Normal Rest Periods

When an employee is deployed under the incident command system to wildfire 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.

20.8 Fit for Duty

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

20.9 Fire Camp

- A. DNR employees are not required to remain in wildfire base camp during off duty hours.
- B. When a wildfire suppression base camp is established for overnight operation and one-way travel to the nearest community does not unreasonably exceed one (1) hour, the Employer will, except when precluded by extraordinary circumstances, provide for round trip transportation to the nearest community for employees who are off duty.

20.10 Laundry Services

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

20.11 Return to Normal Duties

- A. Upon return to normal duties following release from extended emergency duty under the incident command system, the Employer will provide work for an employee during regular scheduled hours if there is work that the employee can perform safely and productively. If, in the immediate supervisor's judgment, there is not work that the employee can safely and productively perform, the immediate supervisor will direct the employee to go off duty and will notify the employee when scheduled to return to duty. If an employee is directed to rest at the duty station, the directed rest time at the duty station is duty time.
- B. If an employee returning from extended emergency duty under the incident command system is directed to go off duty or desires to go off duty, the employee may request to be allowed to delay the start of his or her normal schedule of regular hours and to make up regular shift hours during the remainder of the workday or during the remainder of the

workweek without incurring overtime. The Employer will within reason approve such employee requests. The Union acknowledges there may be circumstances that preclude approving a request. When regular hours are made up during the remainder of the workday or during the remainder of the workweek, the regular hours are paid at the straight time rate. If an employee returning from extended emergency duty under the incident command system requests to use accrued vacation leave, the Employer will within reason approve the employee request.

20.12 Meals

- A. ~~When fire safety requires~~ All employees involved in fire suppression efforts who are required to remain on duty at a fire site beyond 7:00 p.m. each employee is are entitled to a nutritious meal and to an additional meal for every four (4) hours of continuous work thereafter, unless they are at their official duty station and an unpaid meal period is provided. Employees will not stop for a meal just to extend duty beyond 7:00 p.m.
- B. In emergency situations, on short notice, when an employee is required to report for duty for three (3) or more hours prior to their normal work shift, each employee is entitled to a nutritious meal.
- C. Meal delivery requirements may be flexible to facilitate a hot or a better quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of a majority of the employees involved.

20.13 Sleeping Bags

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

20.14 Inclement Weather Facilities

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

20.15 Shower Facilities

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

20.16 Work Capacity Testing

The physical fitness levels for wildland fire assignments will be as designated in the National Interagency Incident Management System Wildland Fire Qualification System Guide published by the National Wildfire Coordinating Group (PMS 310-1).

For a wildland fire assignment not included in the National Interagency Incident Management System Wildland Fire Qualification System Guide, the Employer agrees to include the Union in a study of the tasks comprising the assignment and

the appropriateness of a physical fitness level designation applying the definitions of arduous, moderate and light physical fitness levels provided in the National Interagency Incident Management System Wildland Fire Qualification System Guide.

Physical fitness levels of employees who are subject to being assigned wildland fire duties will be evaluated using the applicable Work Capacity Test, i.e. arduous, moderate or light, developed by the USDA Forest Service Missoula Technology and Development Center to evaluate a worker's capacity to meet National Wildfire Coordinating Group physical fitness standards.

ARTICLE 21 INMATE CREW SUPERVISION

- 21.1** Inmate crew size is normally ten (10) inmates. However, after investigation of circumstances brought to the attention of the Employer by an inmate crew supervisor, actions taken by the Employer to ensure the safety of the inmate crew supervisor and the inmate crew members may include adjustment of the crew size on a given day.
- 21.2** Inmate crew supervisors are responsible for inmates at all times while inmates are under their supervision. Inmate crew supervisors are responsible to immediately report inmate incidents, including inmate flight. Inmate crew supervisors are not responsible for capturing inmates who flee. While in a camp, inmate crew supervisors are to be relieved of supervision of inmates during meal periods.

ARTICLE 22 UNIFORMS, TOOLS AND EQUIPMENT

- 22.1 Uniforms**
The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide uniforms or equivalent clothing allowance.
- 22.2 Tools and Equipment**
As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged or lost due to proven negligence by the employee.

ARTICLE 23
DRUG AND ALCOHOL FREE WORKPLACE

23.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

23.2 Possession of Alcohol and Illegal Drugs

A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:

1. The premises are considered residences;
2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law; or
3. The use or possession is required pursuant to a lawful investigation.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

23.3 Prescription Medications

Employees are responsible for consulting their physician as to any limitations on their ability to perform the duties of their position as a result of taking physician-prescribed drugs. Employees shall report any such limitations to their supervisor or other designated official before resuming their work duties.

23.4 Drug and Alcohol Testing – Safety Sensitive Functions

A. 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 current agency policy.

B. In addition, employees who perform safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing. The testing shall be conducted in accordance with agency policy.

C. Safety-sensitive includes positions where an employee is issued a firearm, works with minors or offenders, operates motorized equipment or vehicle(s) used for State business or handles hazardous substances, sells

alcohol, dispenses medication or transports clients, students, citizens, patients, residents or offenders.

23.5 Reasonable Suspicion Testing

Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee performing safety sensitive functions or any employee of the WSP and LCB when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the reasonable suspicion.

23.6 Referral and Testing

A. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

B. Testing

A refusal to test is considered the same as a positive test. The cost of testing, including the employee's salary, will be paid by the Employer. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site.

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

23.7 Discipline

An employee who is found to be impaired on the job due to the use of controlled substances or alcohol may be subject to disciplinary action in accordance with existing laws and regulations, but the results of such drug or alcohol test shall provide no independent basis for disciplinary action. The agency may use the results of a drug or alcohol test to require an employee to successfully complete a rehabilitation plan. The rehabilitation plan terms may require the employee to pass all subsequent drug or alcohol tests. In this situation, the results of a subsequent drug or alcohol test may be the basis for disciplinary action.

In the event an employee is found to have used controlled substances or alcohol, the agency shall inform the employee of available assistance through the Employee Assistance Program or other similar program.

23.8 Training

Training will be made available to all managers and supervisors. The training will include:

- A. The elements of the Employer’s Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
- D. Rehabilitation services available; and
- E. Medical confidentiality and HIPPA regulations regarding prescription and over-the counter medications.

ARTICLE 24

USE OF PRIVATELY-OWNED AND STATE VEHICLES

- 24.1** Employees are responsible for providing their own transportation between their home and duty station or field site. The employer shall make a good faith effort, subject to the agency’s operating, business and customer service needs, to meet the commute trip reduction goals identified in RCW 70-94 – Washington Clean Air Act and, where applicable, Executive Order 01-03.
- 24.2** The Employer may authorize an employee to take a state vehicle home, in accordance with Office of Financial Management regulations. Employees will comply with applicable Internal Revenue Service (IRS) regulations regarding the use of state vehicles.
- 24.3** Employees shall be notified upon hire of the necessity to use their privately-owned vehicle for state business, if such use is on a regular/frequent basis. The Employer agrees to compensate employees in accordance with agency policy/procedure and OFM regulations for the use of their privately-owned vehicle in the state’s interest.

ARTICLE 25
OFF-DUTY CONDUCT

- 25.1** The off-duty activities of an employee may not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52 or a nexus exists between the employee's activities and employment. Employees shall report all arrests and 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 scheduled work shift, whichever occurs first.
- 25.2** Protected activities will not be grounds for discipline or retaliation.

ARTICLE 26
EMPLOYEE ACTIVITY AND PRIVACY

- 26.1** The Employer will take all reasonable efforts to maintain the confidentiality of personal information about an employee. Confidential information obtained by the Employer about an employee must not be improperly divulged.
- 26.2** The Employer will not release confidential personal and/or contact information in any files maintained for employees to third parties, to the extent that disclosure would violate an employee's right to privacy, unless disclosure is at the request of the Employee or compelled by law or court order.
- 26.3** The Employer will promptly notify an employee when the Employer receives a request by a third party, other than law enforcement or court order, to release confidential, personal information about an employee or the Employer proposes to release such information on its own initiative. Notice will be provided to the employee sufficiently in advance of the release of any such information so that, if necessary, the employee may reasonably contest the release of the information.
- 26.4** **Health Care Information**
The Employer will not require employees to provide information about the health or medical condition of the employee or the employee's family unless such information is specifically and directly related to the performance of duties within the scope of employment, fitness to hold the employee's position or the providing of benefits requested by the employee. Health and medical information obtained by the Employer will be maintained in a separate, confidential file and access to this information by the Employer's personnel will be limited to those persons with a legitimate business or legal need to know. Employees will not be requested to sign a general or unlimited waiver of medical confidentiality.
- 26.5** Employees may make de minimis personal use of the Employer's telephones, computers, e-mail system, and facilities in a manner consistent with WAC 292.110.010. De minimis is defined as: there is little or no cost to the

state; any use is brief in duration, and is infrequent and is the most effective use of time or resources; the use does not interfere with the performance of the officer's or employee's official duties; the use does not disrupt or distract from the conduct of state business due to volume or frequency; the use does not disrupt other state employees and does not obligate them to make a personal use of state resources; and the use does not compromise the security or integrity of state property, information, or software.

- 26.6** Employees may make and receive telephone calls on their personal cell phones, provided this activity does not unreasonably interfere with the performance, safety or productivity of the employee(s) or the agency.
- 26.7** Employees generally will not be subjected to video monitoring in the workplace without notice by the Employer. Where the Employer has reasonable grounds to believe that an employee is engaging in misconduct, the Employer may use video monitoring without prior notice as part of a specific investigation, provided:
- A. The Employer prepares a written investigation plan describing the reason, duration and scope of the investigation; and
 - B. The video monitoring is narrowly tailored to meet the purpose of the investigation.

ARTICLE 27

RESIDENCY REQUIREMENT – WSP AND LCB

27.1 Applicability

This Article applies only to Washington State Patrol Bargaining Units and Liquor Control Board Liquor Enforcement Officers.

27.2 WSP and LCB Employees Subject to Emergency Callout But no Assigned State Vehicle

- A. Employees who because of the nature of their duties may be subject to emergency callout, will be allowed to live seventy-five (75) miles from their duty station;
- B. The Internet program Expedia.com (shortest route) will be the official measurement of the distance from the duty station to the employee's residence. If Expedia.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that Expedia.com does recognize and then driving the remaining distance with his or her supervisor to determine whether the residence is within the seventy-five (75) mile limitation;
- C. The mileage determination on Expedia.com will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement

other than all-season maintained streets recognized by Expedia.com. In the case of a new street, the employee will have to get a determination from his/her supervisor whether the street meets the definition of an all-season maintained street, road, highway, etc.; and

- D. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from his or her previously approved residence, the new residence location must comply with this Article.

27.3 WSP and LCB Employees with Assigned Take Home Vehicles

- A. WSP employees with assigned take-home vehicles shall live within forty-five (45) miles of their assigned district, division, or duty station. A WSP or LCB employee who resides out of state may not take an assigned take-home vehicle across the state line. Liquor Enforcement Officers shall live within forty-five (45) miles of their assigned duty station unless otherwise approved by the Chief of Enforcement or designee.
- B. The Internet program Expedia.com (fastest route) will be the official measurement of the distance from the division, district or assigned duty station, to the employee's residence. If Expedia.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that Expedia.com does recognize and then driving the remaining distance with his or her supervisor to determine whether the residence is within the mileage limitations.
- C. The mileage determination on Expedia.com will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all-season paved, maintained streets recognized by Expedia.com that are generally open, passable and available to be used by bargaining unit members to travel to and from their division, district or assigned duty station at the beginning and end of each shift for twelve (12) months each year. In the case of a new street, the employee will have to get a determination from his or her supervisor as to whether the street meets the definition of an all-season, maintained, paved street, road, highway, etc.; and
- D. Any employee who decides to take advantage of the terms of this Article will be required to send an Interoffice Communication (IOC) through the chain-of-command, which must be approved by the Bureau Director/Assistant Chief, before moving. The IOC will provide notice of the intent to move to a residence under the terms of this Article, accompanied by a copy of the Expedia.com map showing that the new residence complies with the terms of this Article.

- E. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from his or her previously approved residence, the new residence location must comply with this Article.
- 27.4** WSP and LCB employees will have one hundred twenty (120) calendar days from the date of appointment to comply with these residency requirements.

ARTICLE 28

DISCIPLINE

- 28.1** The Employer will not discipline any permanent employee without just cause.
- 28.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.
- 28.3** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- 28.4** All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The Employer has the authority to determine the method of conducting investigations.
- 28.5** Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. The Employer will inform the employee of the purpose of the investigatory interview. An employee may also have a union representative at a pre-disciplinary meeting. Pre-disciplinary meetings will be offered prior to imposing reductions in pay, suspensions, demotions and discharges. Employees seeking representation are responsible for contacting their representative.
- 28.6** Prior to imposing discipline other than reprimands, the Employer will inform the employee in writing of the reasons for contemplating discipline and an explanation of the evidence. The Employer will provide the Union with a copy. 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.
- 28.7** The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion. An employee being suspended or dismissed must be notified in writing no later than one (1) day before the suspension or dismissal takes place.

28.8 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 30. Oral reprimands, however, may be processed only through the Agency Head step of the grievance procedure.

28.9 Removal of Documents

A. Written reprimands will be removed from an employee's personnel file or WSP Office of Professional Standards file after three (3) years if:

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

B. Records of disciplinary actions involving reductions-in-pay, suspensions, or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:

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

Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

**ARTICLE 29
PRESUMPTION OF RESIGNATION**

29.1 Unauthorized Absence

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have resigned from his or her position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence, which may include contacting local law enforcement and requesting a welfare check. For employees not returning from scheduled vacations, the Employer will call the employee's emergency contact number(s) to attempt to establish the employee's whereabouts.

29.2 Notice of Separation

When an employee is presumed to have resigned from his or her position, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. The Employer will provide a copy of the separation notice to the Union President through certified mail or personal service.

29.3 Petition for Reinstatement

An employee who has received a separation notice may petition the Employer in writing to consider reinstatement. The employee must provide proof that the

absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail. The Employer must respond in writing to an employee's petition for reinstatement within seven (7) calendar days of receipt of the employee's petition.

29.4 Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement and will only be processed through the Agency Head step of the grievance procedure.

ARTICLE 30 GRIEVANCE PROCEDURE

30.1 Terms and Requirements

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.

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 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.

C. Computation of Time

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

The original document filed electronically shall be mailed to the recipient on the same day the electronic copy is transmitted. In any case, filing by personal delivery to the recipient is acceptable.

D. Failure to Meet Timelines

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

E. Contents

The written grievance must include the following information or it will not be processed:

1. The nature of the grievance;
2. The facts upon which it is based;
3. The date upon which the incident occurred;
4. The specific article and section of the Agreement violated;
5. The specific remedy requested; and
6. The name of the grievant(s) and;
7. The name and signature of the Union representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Shop stewards ~~Job representatives~~ will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through the Agency Head level. Grievants and shop stewards ~~job representatives~~ will not lose pay for attending scheduled: (1) informal dispute resolution meetings; (2) grievance meetings; (3) alternative dispute resolution sessions; (4) and arbitration hearings held during their scheduled work time. Grievants will not be paid for informal dispute

resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time.

K. Group Grievances

No more than five (5) grievants will be permitted to attend a single grievance meeting.

L. Consolidation

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

M. Bypass

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

N. Discipline

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

O. Grievance Files

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

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. 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.

30.2 Filing and Processing

A. Filing

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.

B. Processing

Step 1 – Responsible Supervisor or Designee: If the issue is not resolved informally, the Union may present a written grievance to ~~the supervisor or designee with a copy to~~ the Human Resources Office, within the thirty (30) day period described above. The responsible supervisor, manager or designee will meet or confer by telephone with a union representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 2 – Appointing Authority or Designee: If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with ~~the Appointing Authority, with a copy to~~ the Human Resources Office, within fifteen (15) days of the grievant’s receipt of the Step 1 decision. The Appointing Authority or designee will meet or confer by telephone with a union representative and the grievant within fifteen (15) days of receipt of the appeal and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 3 – Agency Head or Designee: If the grievance is not resolved at Step 2, the Union may move it to the next step by filing it with ~~the Agency Head, with a copy to~~ the Human Resources Office, within fifteen (15) days of the Union’s receipt of the Step 2 decision. The Agency Head or designee will meet or confer by telephone with a union representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 4 - Pre-Arbitration Review Meetings: If the grievance is not resolved at Step 3, the Union may file a request for a pre-arbitration review meeting ~~demand for arbitration~~ (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) ~~and the Agency Head/designee~~ within fifteen (15) days of receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the request arbitration demand, the OFM/LRO will schedule a pre-arbitration review meeting with ~~the~~ OFM/LRO Director or designee, the agency’s Human Resources Office representative, and the Union’s representative to review and attempt to settle the dispute.

If the matter is not resolved in this pre-arbitration review, within fifteen (15) days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA).

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 add to, subtract from, or modify any of the provisions of this Agreement;

- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any decision that would result in the violation of this Agreement;
 - d. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
 - e. Not have the authority to order the Employer to modify his or her 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, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
 3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for one-half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee

may appear without loss of pay if he or she appears during his or her work time. Such subpoenaed witnesses will appear for only the time necessary to participate in the arbitration as required by the parties. Every effort shall be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the shop steward ~~job representative~~. Grievants and their witnesses will not be paid for preparation for arbitration hearings, but may use leave for such activities.

30.3 Election of Remedies

Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the claim through arbitration under this Article.

**ARTICLE 31
LEGAL DEFENSE**

31.1 Employee Liability

If bargaining unit employees become defendants in civil liability suits 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 according to RCW 4.92.060 and .70.

31.2 Personal Property Reimbursement

Employees may seek reimbursement for personal property items damaged in the proper performance of their official duties, and the Employer will process requests in accordance with RCW 4.92.100.

**ARTICLE 32
PERSONNEL FILES AND OTHER EMPLOYEE INFORMATION**

32.1 There will be one (1) official personnel file maintained for each employee by the Employer. The location of personnel files will be determined by the employing agency. All references to “supervisory file” in this Agreement refer to the file kept by the employee’s first-line supervisor.

32.2 An employee may examine his or her own personnel and supervisory files. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or

representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

- 32.3** A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to his or her work performance placed in his or her personnel file.
- 32.4** Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file or supervisory file. The Employer may retain this information in a legal defense file and will only be used or released when required by regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or otherwise required by law.
- 32.5** Medical files will be kept separate and confidential in accordance with state and federal law.
- 32.6** Immediate supervisors may keep a working file of documentation relevant to employee performance. The previous year's job performance information will be removed from the supervisor's working file following the completion of the annual performance evaluation, unless circumstances warrant otherwise. Supervisors who keep working files will ensure that they are maintained in a manner that preserves the confidentiality and security of the information consistent with Article 26.2.

ARTICLE 33

FITNESS FOR DUTY/REASONABLE ACCOMMODATION/ DISABILITY SEPARATION

The Employer will follow state and federal laws and the Washington Administrative Code with regard to reasonable accommodation and disability separation. The Employer will provide the Union with a copy of involuntary disability separation letters. The Employer will not disclose medical information to the Union.

ARTICLE 34 SENIORITY

34.1 Definition

A. Seniority for full-time employees shall be defined as the employee's length of unbroken state service. Seniority for part-time or intermittent employees shall be based on actual hours worked. All time spent in leave without pay status shall be deducted from the calculation of seniority, except leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave,
2. Workers' compensation,
3. Governmental service leave,
4. Educational leave, contingent upon successful completion of the coursework, and/or
5. Reducing the effects of layoff.

Time spent on a temporary layoff or when an employees work hours are reduced in accordance with Section 35.6 of Article 35, Layoff and Recall, shall not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date or within twenty-seven (27) months for the Peace Corps shall not be considered to have a break in service. For purposes of calculating actual hours worked for part-time or on-call employees, forty (40) hours will equal seven (7) days of seniority.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or state registered domestic partner, as provided for in RCW 41.06.133 (1)(m). ~~(13)~~.

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

1. Longest continuous time in the bargaining unit;
2. Longest continuous time within their current job classification;
3. Longest continuous time with the agency; and
4. By lot.

34.2 For the Communications Officer 3 (CO 3) Bargaining Unit only: For the purpose of vacation bids, seniority for CO 3s shall be defined in Article 11, Vacation Leave.

ARTICLE 35 LAYOFF AND RECALL

35.1 Definition

Layoff is an Employer-initiated action, taken in accordance with Section 35.4 below, that results in:

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

35.21 The Employer shall determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. The Employer agrees to explore opportunities to avoid or minimize layoff, such as transfers, voluntary demotion, voluntary reduced work schedule, or voluntary leave without pay.

35.32 Notification to the Union

~~For other than layoffs from project employment and seasonal career employment,~~ The Employer will notify the President of the Union of pending layoffs described in 35.4.B and C. at least thirty (30) calendar days prior to the effective date of the reduction in force. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff unless the Employer elects to do so.

35.43 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds
- B. Lack of work
- C. Good faith reorganization
- D. Ineligibility to continue in a position that was reallocated
- E. Termination of a project
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

35.54 Voluntary Layoff, Leave of Absence or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority shall determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs.

Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

35.65 Non-Permanent and Probationary Employees

Permanent status employees will be offered positions they have the skills and abilities to perform currently occupied by non-permanent and probationary status employees in the same classification in the layoff unit prior to being laid off.

35.76 Temporary Reduction of Work Hours or Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week for no more than one hundred twenty (120) calendar days in a calendar year due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. Employees may use accrued vacation leave or compensatory time during a period of temporary layoff unless the basis for the layoff includes loss of funding or revenue shortfall.
- C. An employee whose work hours are temporarily reduced or who is temporarily laid off shall not be entitled to:
 - 1. Be paid any leave balance,
 - 2. Bump to any other position, or
 - 3. Be placed on the internal layoff list.
- D. The Employer shall continue to provide benefits in accordance with Article 42, Health Care Benefit Amounts, and the employee will continue to accrue vacation leave and sick leave in accordance with this Agreement.

35.87 Layoff Units

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

35.98 Formal Options

A. Employees will be laid off in accordance with seniority, as defined in Article 34, Seniority, and the skills and abilities of the employee. Employees being laid off shall be provided the following options to comparable positions in descending order within the layoff unit:

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

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

B. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status.

35.109 Informal Options

Employees being laid off may be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

35.110 Notification to Employees with Permanent Status

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, employees with permanent status shall receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice shall include the basis for the layoff and any options available to the employee. The Union shall be provided with a copy of the notice.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days notice, the employee shall be paid his or her salary for the days that he or she would have worked had full notice been given.
- C. Employees shall be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period shall run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

35.12~~1~~ Salary

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

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

35.132 Transition Review Period

- A. Employees appointed to a comparable position with the same job duties as the position the employee held permanent status in prior to layoff shall not be required to serve a transition review period. The Employer determines the comparability of the position. The Employer shall require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has:
 - 1. Not held permanent status,
 - 2. Been appointed from the General Government Transition Pool Program, or
 - 3. Been appointed from an internal layoff list.
- B. The Employer may extend a transition review period as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name shall be placed on or returned to the internal layoff list. The employee shall remain on the list until such time as his or her eligibility expires or he or she has been rehired.

35.143 Recall

- A. The Employer shall maintain an internal layoff list for each job classification. Employees who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for two (2) years from the effective date of his or her layoff.
- B. When a vacancy occurs within an agency and when there are names on an internal layoff list, the Employer will consider all of the laid-off employees in accordance with Article 3, Promotions and Vacancies, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a position and refuses the offer shall have his or her name removed from the list.

35.154 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Personnel. When a vacancy occurs within an agency, the Employer will consider employees in the General

Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

35.165 Project Employment

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 35.8, above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights to the internal layoff list within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment. If the prior employer has agreed to return the employee to a position in the previous classification, the employee must provide fourteen (14) calendar days notice to the prior employer of his or her intent to return to a permanent position, unless the employee and prior employer agree otherwise.
- C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program. Upon layoff from the project, project employees who entered the project through the competitive process and remain in project status for two (2) years will be eligible to have their names placed on the internal layoff list for the classes in which permanent project status was attained. Bumping options will be limited to the project boundaries.

35.176 Seasonal Career Employment

- A. Seasonal career employees have seasonal layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Subsection C below. Employees shall be given no less than fifteen (15) calendar days' notice of a layoff. Layoff notices for DNR seasonal career fire employees will be given to employees at the beginning of each fire season. DNR may extend the fire season with one day's notice due to uncertain weather or fire conditions.
- B. Formal options will be determined using the procedure outlined in Section 35.8 above, to other seasonal career positions. Employees separated due to layoffs shall be placed on a separate seasonal internal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled shall be recalled based on seniority for other seasonal career positions within the layoff unit.
- C. The layoff units for seasonal employees are listed in Appendix A.

ARTICLE 36
MANAGEMENT RIGHTS

- 36.1** The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
 - B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
 - E. Determine the Employer's mission and strategic plans;
 - F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
 - G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
 - H. Establish or modify the workweek, daily work shift, hours of work and days off;
 - I. Establish the method and means by which work performance standards are set, and the performance standards themselves, which include, but are not limited to, the priority, quality and quantity of work;
 - J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
 - K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and lay off employees;
 - L. Determine, prioritize, modify and assign work to be performed;
 - M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

- N. Determine training needs, methods of training, employees to be trained, and training programs to be offered;
 - O. Determine the reasons for and methods by which employees will be laid-off; and
 - P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 36.2** The Employer agrees that the exercise of the above rights shall be consistent with the provisions of this Agreement.

ARTICLE 37
UNION - MANAGEMENT COMMUNICATION COMMITTEE

37.1 Purpose

The Employer and the Union support 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~~labor-management communication committees, for the sharing of information and concerns.

- ~~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.~~

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/LRO may also attend. Committee meetings shall be conducted at least every six (6) months unless otherwise agreed upon.~~
- BA. Agency-wide Union Labor Management Communication Committee
Agency-wide committees shall consist of up to four (4) employer representatives and up to four (4) employee representatives. Additional paid staff of the Union may also attend. The Employer and the Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted quarterly, unless agreed otherwise.

37.3 Participation

- A. The Union shall provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of the employees.
- B. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employee's non-work time will not be compensated for or considered as time worked. The Union is responsible for paying the travel costs and per diem expenses of employee representatives.
- C. Employee representatives will be granted reasonable time during their normal working hours, as determined by the Employer, to travel to and from agency-wide ~~union~~ labor management communication committee meetings.

37.4 Scope of Authority

Committee meetings established under this Article will be used for discussions only, and the committee shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities and discussions shall not be subject to the grievance procedure in Article 30.

ARTICLE 38 UNION ACTIVITIES

38.1 Representation

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

38.2 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their

arrival and will not interrupt the normal operations of the agency. In accordance with Section 38.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

38.3 ~~Job Representatives~~ Shop Stewards

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current ~~job representatives~~ shop stewards and the office, facility or geographic jurisdiction within the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a ~~job representative~~ shop steward if his or her name does not appear on the list.
- B. ~~Job representatives~~ Shop stewards will be granted time during their normal working hours to investigate and process grievances in accordance with Article 30, Grievance Procedure. In addition, job representatives will be provided reasonable time during their normal working hours to prepare for and attend meetings scheduled by management within the representatives' office, facility or geographic jurisdiction within the bargaining unit for the following representational activities:
1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 28, Discipline, and/or
 2. ~~Union~~ Labor Management Communication Committees and other committee meetings if such committees have been established by this Agreement.

The ~~job representative~~ shop steward will obtain prior approval from his or her supervisor to prepare for and attend a meeting. Notification will include the approximate amount of time the representative expects the activity to take. Any agency business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for and attending meetings during the ~~job representative~~ shop steward's non-work hours will not be considered as time worked. ~~Job representatives~~ Shop stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

- C. If the amount of time a ~~job representative~~ shop steward spends performing representational activities is unduly affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

38.4 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

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

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

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

The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another. Employees may use state operated e-mail to request union representation. However, job representatives may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. 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; and
6. Not compromise the security or integrity of state information or software.

The Union and its ~~job representatives~~ shop 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.

38.5 Bulletin Boards

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

identify an area(s) where Union-provided newsstand(s) can be located in each agency.

38.6 Distribution of Material

A Union-designated employee will have access once per month to his or her worksite for the purposes of distributing Union information to other bargaining unit employees provided:

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The employee will provide reasonable advance notice to the Employer's designated representative of his or her intent to distribute information.
- D. The distribution will normally occur via desk drops or mailboxes as determined by the Employer's designated representative. In those cases where circumstances do not permit distribution by those methods, the employee will only distribute information by way of bulletin boards and/or newsstands.

38.7 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, 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 leave.
- 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.

~~38.8 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 six (6) months, provided the employee's time off will not interfere with the operating needs of the agency. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.~~

38.89 ~~2011-2013-2015~~ Master Agreement Negotiations

- A. Release Time
The Employer will approve paid release time for the first seven (7) days of formal negotiations for up to eleven (11) Union team members who are

scheduled to work on the day negotiations are being conducted. For all remaining formal negotiation sessions, the Employer will approve compensatory time, vacation leave, exchange time or leave without pay. At the discretion of their supervisor an employee may be allowed to adjust his or her work hours for remaining formal negotiation sessions and for all travel to and from these sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. Travel time to and from formal negotiation days and caucus days will not be paid by the Employer. Per diem and travel expenses will be paid by WPEA 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

Bargaining sessions will be closed to the press and the public unless agreed otherwise by the parties' chief spokespersons. No proposals will be placed on the parties' web sites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

ARTICLE 39 UNION SECURITY

39.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

39.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

39.3 Union Security

All employees covered by this Agreement will, as a condition of employment either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the

Union will notify the Employer and inform the employee that his or her employment may be terminated.

- A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.
- B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, shall make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.
- C. The Union shall establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses rather than the full membership fee.
- D. If an employee fails to meet the agency shop provision outlined above, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

39.4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing. Such request will be made on a Union payroll deduction authorization card.

39.5 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to 39.3, above.

39.6 Status Reports

- A. Each month, the Employer will provide the Union a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:
 - 1. Name
 - 2. Mailing address
 - 3. Personnel area code and title
 - 4. Organization code and title

5. Job class code and job class title
 6. Personnel sub-area code and title
 7. Employee group and work contract type
 8. Personnel number
 9. Position number
 10. Pay scale group
 11. Pay scale level
 12. Part-time percent
 13. Unbroken service date
 14. Special pay code
 15. Salary amount
 16. Effective date
 17. Action type
 18. Action type description
 19. Action reason
 20. Action reason description
 21. Deduction start date
 22. Deduction end date
 23. Deduction code
 24. Deduction amount
- 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.

39.7 Indemnification

The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

**ARTICLE 40
CLASSIFICATION**

40.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications and/or occupational categories, as determined by the Department of Personnel. Upon request of the Union, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the Union when a position is being

reallocated to a job classification that is excluded from a bargaining unit covered by this agreement.

40.2 Position Review

Employee-Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified, may request a review according to the following procedure:

- A. The employee will complete and sign the appropriate form.
- B. The employee will then send the completed form to the agency Human Resources Office. The agency Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the agency within ninety (90) days from receipt of the request.
- C. In the event the employee disagrees with the reallocation decision of the agency, he or she may appeal the agency decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination, which will be provided to the employee.
- D. The Employer or employee may only appeal the determination of the Director of the Department of Personnel to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of the Department of Personnel. The board will render a decision that will be final and binding.
- E. The effective date of a reallocation resulting from an employee's request for a position review is the date the request was filed with the Human Resources Office.

40.3 Effect of Reallocation

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

1. If an employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If a reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer may promote the employee without competition as long as the employee meets the competencies and any other position requirements. The Employer must give the employee the opportunity to compete for the

position. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall, applies. If the employee is appointed, he or she must serve a trial service period.

- B. Reallocation to a Class with an Equal Salary Range Maximum
If an employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status. If an employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35 of this Agreement applies. The Employer may consider providing an in-training appointment in accordance with Article 4.2(D).
- C. Reallocation to a Class with a Lower Salary Range Maximum
If an employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classifications that the employee has occupied with permanent status prior to the reallocation.

40.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

- A. Reallocation to a Class with a Higher Salary Range Maximum
Upon appointment to the higher class, the employee's base salary will be increased as follows:
 - 1. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.
 - 2. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.
- B. Reallocation to a Class with an Equal Salary Range Maximum
The employee retains his or her previous base salary.
- C. Reallocation to a Class with a Lower Salary Range Maximum
The employee will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases

where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the salary range.

ARTICLE 41 COMPENSATION

41.1 Pay Range Assignments

- A. Effective July 1, ~~2012~~²⁰⁰⁹, each classification represented by the Union will continue to be assigned to the same salary range of the "~~Washington General Service State Salary Schedule Effective June 30, 2011~~^{Washington General Service State Salary Schedule Effective June 30, 2008 through June 30, 2012}" that it was assigned on June 30, ~~2012~~²⁰⁰⁹. Effective July 1, ~~2012~~²⁰⁰⁹, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, ~~2012~~²⁰⁰⁹.

[Editorial note: The salary schedule referred to in this paragraph is the schedule now in effect, which reflects the 3% salary reduction.]

- B. Effective July 1, ~~2012~~²⁰⁰⁹, the "~~General Service WPEA Salary Schedule Effective June 30, 2011 through June 30, 2012~~" will continue to be reduced by three percent (3%), except for those steps within a salary range that the full-time equivalent monthly salary is less than \$2,500. This salary grid will remain in effect until June 29, 2013 as shown in Appendix X. July 1, 2008 through June 30, 2009 will remain in effect until June 30, 2011. The three percent (3%) salary reduction will not apply to the compensation an employee receives for overtime, or for leave cashed out in accordance with Articles 7.4 D, 11.10, 12.6 and 12.7.

[Editorial note: "Appendix X" showing the salary ranges reduced by 3% will be attached to the published copy of the contract.]

- C. ~~Effective June 30, 2013, the "General Service Salary Schedule Effective July 1, 2009 through June 30, 2011" will be reinstated as shown in Appendix XX.~~

[Editorial note: "Appendix XX" will also be attached to the published copy of the contract.]

- D. ~~In those cases where the employee's current salary exceeds the maximum amount of the salary range for his or her current position, the three percent (3%) salary reduction will apply except for employees making less than \$2,500 a month full-time equivalent.~~

41.2 “SP” Pay Range Assignments

- A. Effective July 1, 2012 2009, each classification represented by the Union will continue to be assigned to the same salary range of the “SP Range Salary Schedule – Effective June 30, 2011 July 1, 2009 through June 30, 2012 2008” as it was assigned on June 30, 2012 2009. Effective July 1, 2012 2009, each employee will continue to be assigned to the same range and step of the “SP” Range Salary Schedule that he or she was assigned on June 30, 2012 2009.

- B. Effective July 1, 2012 2009, the “SP” Range Salary Schedule effective on June 30, 2011 July 1, 2008 through June 30, 2012 2009 will continue to be reduced by three percent (3%) and will remain in effect until June 29, 2013 as shown in Appendix XX. Effective June 30, 2013 the “SP Range Salary Schedule Effective July 1, 2009 through June 30, 2011” will be reinstated as shown in Appendix C. The three percent (3%) salary reduction will not apply to the compensation an employee receives for overtime, or for leave cashed out in accordance with Articles 7.4 D, 11.10, 12.6 and 12.7.

- C. In those cases where the employee’s current salary exceeds the maximum amount of the salary range for his or her current position, the three percent (3%) salary reduction will apply.

41.3 “V” Pay Range Assignments

Bargaining Units at the Washington School for the Deaf and Washington State School for the Blind will receive any salary adjustments made to the professional salary schedule in accordance with RCW 72.40.028.

Substitute teacher pay rates will be the same rate as the Vancouver School District.

Certificated staff may have their salary paid over a twelve-month period. Staff hired after the first scheduled day of school will receive a prorated salary, based on number of working days.

41.4 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

41.5 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedule.

41.6 Periodic Increases

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

- A. All employees' current periodic increment dates are retained.
- B. Employees who are hired on or after July 1, 2007, 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 on or after July 1, 2007, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees 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 paragraphs A-C above.
- E. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.
- F. When a periodic increment date coincides with a promotional date, the periodic increment date will be applied first.

41.7 Salary Increases to Enhance Recruitment or Address Retention

The employer may adjust an employee's base salary within their salary range to address issues that are related to recruitment, retention, or other business-related reasons.

41.8 Salary Assignment upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range 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.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range 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.

C. Geographic Adjustments

The Appointing Authority may authorize more than the step increases specified in Subsections A and B, above, 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. This increase is at the sole discretion of the Appointing Authority and is not subject to the grievance procedure as outlined in Article 30. Such an increase may not result in a salary greater than the range maximum.

41.9 Demotion

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

41.10 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 or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

41.11 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 his or her current base salary.

41.12 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.

41.13 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, 41.8, above.

41.14 Part-Time Employment

Monthly compensation for part-time employment will be prorated 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.

41.15 Callback

A. Work Preceding or Following a Scheduled Work Shift

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

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days off or Holidays

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

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

2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second work-day preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

41.16 Shift Premium

- A. For purposes of this Section, the following definitions apply:
 1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. Effective July 1, 2008, a basic shift premium of sixty-five cents (\$0.65) per hour will be paid to full-time employees under the following circumstances:
 1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 2. Regularly scheduled day shift employees are not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
 - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.

- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
 - 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
 - 2. For assigned full evening or night shifts, as defined in Subsection B.2, above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated at the rate of one and one-half (1 ½) times the regular rate and the shift premium combined.
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

41.17 Split Shift

When an employee's assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee will receive the premium rate set in the shift premium rate designated in Subsection 41.16 (B). The provisions of Subsections 41.16 D, E and F will apply to employees working split shifts.

41.18 Standby

- A. An overtime eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
 - 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

- B. Standby status will not be concurrent with work time.
- C. Employees reporting to work while in standby status are not entitled to callback compensation as provided in Article 41.15.
- D. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- E. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- F. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

41.19 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. 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 his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs that 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.

41.20 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
 - 3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

1. The employee must choose one of the following options for paying back the overpayment:
 - a. Voluntary wage deduction
 - b. Cash
 - c. Check.
2. The employee will repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency.
3. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery shall take place over a period of time equal to the number of pay periods during which the overpayment was made.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30 of this Agreement.

Any overpayment amount still outstanding at separation of employment will be deducted from the employee's final pay.

41.21 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

- A. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.
- B. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan.

41.22 Dependent Care Salary Reduction Plan

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

41.23 Pre-tax Health Care Premiums

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

41.24 Medical/Dental Expense Account

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

41.25 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 2009-2011 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

41.26 Fire Duty Compensation – Department of Natural Resources

A. Compensation for Typical Fire Suppression Duties:

Department of Natural Resources (DNR) employees performing fire suppression duties or other emergency duties when they are working under the incident command system will be compensated as follows:

1. While performing emergency work under the incident command system an employee's work is not exempt from the Fair Labor Standards Act. Emergency work performed under the incident command system will be compensated in compliance with federal law and the terms of this Article.
2. For those hours worked under the incident command system, two dollars (\$2.00)* is added to an employee's regular rate in lieu of all other forms of additional compensation including, but not limited to call-back, standby, stand down, shift differential, split shift differential, assignment pay and schedule change, and pay for rest periods less than five (5) hours.

Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate plus two dollars (\$2.00)* for those hours worked in excess of forty (40) hours in a workweek as a

result of wild fire suppression and/or other emergency duties performed under the incident command system. For purposes of this subsection, the regular hourly rate does not include any allowable exclusion specified in Section 7.1.D of Article 7, Overtime.

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

B. Compensation When Deployed to a ~~Spike~~ Closed Satellite Camp

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite ~~spike~~ camp, employees will be considered on 24-hour duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time, ~~provided adequate sleeping facilities are furnished and the uninterrupted sleep period is at least five (5) hours.~~

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

~~C. Compensation for Coyote Status:~~

~~When deployed to coyote status, employees will be considered in 24 hour pay status and paid accordingly without excluding bona fide meal periods or sleep periods. An employee is in coyote status when deployed by incident command staff and required to remain in remote and primitive conditions near the fire line and cannot return to any base or spike camp at the end of the work shift.~~

~~C.D.~~ Article 20, “Wild Fire Suppression and Other Emergency Duty”, sets forth additional provisions pertaining to fire duty.

41.27 Sunday Sales – Liquor Control Board

Store Managers who work or are assigned to work, during Sunday Sales and the Information Technology Specialists assigned to support liquor stores open for retail business on Sunday will be compensated as follows:

- A. Sunday Rate – Employees who are assigned to work on a Sunday, as a result of Sunday Sales will be paid at the rate of one and one-fourth (1-1/4) of an employee’s regular rate of pay for all hours worked.
- B. Special Assignment Pay – In support of Sunday Sales, employees assigned to work on a Sunday at a store will receive an additional one-fourth (1/4) pay for all hours worked.

41.28 Temporary Salary Reduction Leave

In lieu of reducing the daily work hours of employees as a result of the three percent (3%) salary reduction, the Employer and the Union agree to establish Temporary Salary Reduction (TRS) leave.

A. Employees will only accrue TSR leave during the period the three percent (3%) salary reduction is in effect. Only employees subject to the three percent (3%) salary reduction will qualify to earn TSR leave.

B. Employees may be credited up to a maximum of 5.2 hours of TSR leave per month.

C. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue 5.2 hours of temporary salary reduction leave per month. Part-time employees will accrue temporary salary reduction leave proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

D. TSR leave has no cash value and balances must be used by July 1, 2013; however, employees may carry forward up to sixteen 16 hours of TSR leave that must be used prior to September 1, 2013.

E. TSR leave must be requested and scheduled in accordance with the vacation leave scheduling requirements of Article 11, Vacation Leave.

F. TSR leave will be used prior to either vacation or sick leave unless by doing so the employee would exceed the vacation leave maximum in accordance with Article 11, Vacation Leave. An employee will not be required to use TSR leave prior to sick leave when he or she has submitted a written request for vacation leave and the leave request has been approved by his or her supervisor that ensures the use of TSR leave prior to the June 30, 2013 expiration, excepts as provided in H below.

G. TSR leave may be used alone or in conjunction with other leave. TSR leave may not be donated as shared leave.

H. This section will expire on June 30, 2013, except subsection D, which will expire on September 1, 2013.

ARTICLE 42 HEALTH CARE BENEFITS AMOUNTS

42.1 The Employer will contribute an amount equal to eighty-eight percent (~~88~~85%) of the total weighted average of the health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2012 ~~2010~~ and calendar year 2013 ~~2011~~, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.

42.2 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

42.3 Wellness

To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

ARTICLE 43 AVIATION INSURANCE

The Employer agrees to provide insurance as authorized by statute or regulation for employees required to engage in aircraft flights as a condition of their employment in the same manner and amount provided to other employees of the agency.

ARTICLE 44 VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

44.1 The Employer will provide to eligible employees covered by this Agreement a medical expense plan as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

44.2 As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions.

- A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:
 - 1. The employee not paying income taxes due on the equivalent funds placed into the plan, or
 - 2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.
- B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

ARTICLE 45
BARGAINING UNITS AT
WASHINGTON STATE CENTER FOR CHILDHOOD DEAFNESS AND HEARING
LOSS (CDHL) SCHOOL FOR THE DEAF (WSD) AND WASHINGTON STATE
SCHOOL FOR THE BLIND (WSSB)

45.1 No later than thirty (30) days prior to the end of each school year, the Superintendent will provide WPEA with a draft list of common school closures, beginning and ending dates of the school year, and winter and spring vacations. The Superintendent, or designee, and union representatives shall make an effort to coordinate other calendar issues to facilitate educationally and fiscally sound calendars. This process should be finalized no later than fifteen (15) days before the end of each school year. The calendar of teacher duty days will not be altered without prior notice and consultation with the Union, except in emergency situations. Outreach staff schedules will be developed by May 31st of each year of this Agreement for the ensuing school year. Schedules may be adjusted during the school year based upon district and/or operational needs.

The Union will be informed prior to May 31st of each year of this Agreement when any of the following changes occur in the school calendar:

- 1. The beginning date of school changes by more than four (4) days.
- 2. Any change in normal holiday times or days.
- 3. A change in the total number of standard calendar workdays, except in emergency situations.

45.2 The calendar will reflect one (1) pre-service mandatory duty day for classroom setup scheduled in the week preceding the commencement of the academic year. WSD

will provide opportunities for extra pay for meetings, conferences and professional development activities, which will be held on Fridays from 2:00 p.m. to 4:00 p.m. The rate of pay for these duties will be the hourly extra pay rate set by the Vancouver School District in accordance with Article 41.3.

45.3 Teachers shall not be routinely required and scheduled to provide more than an average of three hundred fifteen (315) minutes of formal student contact instructional time per day, per week. Other mutually determined daily work scheduling shall be developed annually. A minimum of thirty (30) minutes duty-free lunch period daily will be scheduled for each bargaining unit member. Reasonable teacher relief periods will be incorporated into each daily schedule.

45.4 With the supervisor's prior approval, employees in the Bargaining Units at the WSD and WSSB will earn exchange time for:

1. Meetings outside the regular workday;
2. Activities or events outside the regular workday.

45.5 The previous year's exchange time can be carried over to the current fiscal year but not to subsequent fiscal years.

45.6 The use of exchange time will be pre-approved by the supervisor who will consider date and time of use as it relates to:

1. Student safety;
2. Substitute availability;
3. Teacher absenteeism in the program.

45.7 WSD and WSSB on-campus teachers will be required to work on-site for no more than thirty-eight and one-half (38 1/2) hours in a workweek. Outreach staff will continue to set their schedules in order to best meet the needs of the contracted district(s) and the contract requirements. Teachers (both on-campus and Outreach) will be afforded not less than four and one-half (4 1/2) hours each week for prep time.

45.8 WSSB will make every reasonable effort to limit the caseload of Outreach staff to no more than thirty (30) students per staff.

45.9 Professional development and tuition reimbursement will be in accordance with agency policy.

ARTICLE 46

STRIKES

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

ARTICLE 47
ENTIRE AGREEMENT

47.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2005, whether written or oral, is null and void, unless specifically preserved in this Agreement.

47.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

47.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

47.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, EXCEPT if the Employer intends to make a change in a mandatory subject of bargaining that is not addressed in this Agreement, the Employer will notify the Union and, if requested, engage in collective bargaining.

47.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the President of the Union of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions within the provided notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations.

ARTICLE 48
SAVINGS CLAUSE

48.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

ARTICLE 49
PRINTING OF AGREEMENT

Each party shall be responsible for the printing and distribution of this Agreement to their respective constituents. The Employer will post this Agreement on the appropriate web sites and provide a copy to the Union in electronic format.

ARTICLE 50
DURATION

50.1 All provisions of this Agreement will become effective July 1, 2012 ~~2009~~, and will remain in full force and effect through June 30, 2013 ~~2011~~.

50.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2010, and no later than February 28, 2010. Negotiations will begin at a time agreed upon by the parties.

50.3 The authority to negotiate supplemental agreements or Memoranda of Understanding rest within the Labor Relations Office of the Office of Financial Management (OFM). In the event the Labor Relations Office of OFM delegates the authority to negotiate supplemental agreements or Memoranda of Understanding to an agency during the term of this Agreement, the following will apply:

A. All supplemental agreements or Memoranda of Understanding will be considered tentative agreements until approved by the Labor Relations Office of OFM; and

B. No supplemental agreements or Memoranda of Understanding may be entered into which conflicts with this Agreement without the approval of the Labor Relations Office of OFM.