

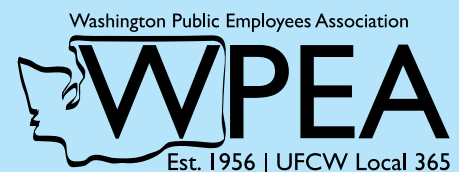
Effective July 1, 2021  
through June 30, 2023

Collective Bargaining Agreement  
by and between the

Washington Public  
Employees Association  
UFCW Local 365  
and the  
State of Washington

# GENERAL GOVERNMENT 2021-2023

COLLECTIVE BARGAINING AGREEMENT



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**WASHINGTON PUBLIC EMPLOYEES ASSOCIATION  
2021-2023**

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<b>PREAMBLE</b>	
<b>ARTICLE 1 RECOGNITION CLAUSE</b>	<b>1</b>
<b>ARTICLE 2 NON-DISCRIMINATION</b>	<b>1</b>
<b>ARTICLE 3 PROMOTIONS AND VACANCIES</b>	<b>2</b>
<b>ARTICLE 4 HIRING AND APPOINTMENTS</b>	<b>3</b>
4.1 Recruitment and Application Process	3
4.2 Permanent Status	3
4.3 Internal Movement – Permanent Employees	4
4.4 Types of Appointment	4
4.5 Review Periods	8
4.6 Return-to-Work Initiative Program	10
<b>ARTICLE 5 PERFORMANCE EVALUATION</b>	<b>10</b>
5.1 Objective	10
5.2 Evaluation Process	10
<b>ARTICLE 6 HOURS OF WORK</b>	<b>11</b>
6.1 Definitions	11
6.2 Determination	12
6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)	13
6.4 Overtime-Eligible Law Enforcement Employee Work Schedules	14
6.5 Overtime-Eligible Unpaid Meal Periods	14
6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules	14
6.7 Overtime-Eligible Rest Periods	15
6.8 Positive Time Reporting	15
6.9 Overtime-Exempt Employees	15
<b>ARTICLE 7 OVERTIME</b>	<b>16</b>
7.1 Definitions	16
7.2 Overtime-Eligibility and Compensation	17
7.3 General Provisions	17
7.4 Compensatory Time for Overtime-Eligible Employees	18
<b>ARTICLE 8 TRAINING</b>	<b>18</b>
8.5 Master Agreement Training	19
8.6 Tuition Reimbursement	20
8.7 Training Requests	20
8.8 Training Records	20
<b>ARTICLE 9 LICENSURE AND CERTIFICATION</b>	<b>20</b>
<b>ARTICLE 10 HOLIDAYS</b>	<b>21</b>
10.1 Holidays	21
10.2 Holiday Rules	21
10.3 Personal Holiday	22
<b>ARTICLE 11 VACATION LEAVE</b>	<b>23</b>
11.2 Vacation Leave Credits	23
11.3 Vacation Leave Accrual	23
11.4 Vacation Leave Accrual Rate Schedule	24
11.5 Vacation Scheduling	24

11.6	Family Care.....	25
11.7	Military Family Leave .....	25
11.8	Domestic Violence Leave .....	25
11.9	Vacation Leave Maximum.....	25
11.10	Separation .....	25
<b>ARTICLE 12 SICK LEAVE .....</b>		<b>26</b>
12.1	Sick Leave Accrual .....	26
12.2	Sick Leave Use .....	26
12.3	Use of Compensatory Time, Exchange Time, Personal Holiday, or Vacation Leave for Sick Leave Purposes.....	28
12.4	Restoration of Vacation Leave.....	28
12.5	Sick Leave Reporting Certification and Verification .....	28
12.6	Sick Leave Annual Cash Out.....	28
12.7	Sick Leave Separation Cash Out.....	29
12.8	Reemployment .....	29
<b>ARTICLE 13 SHARED LEAVE .....</b>		<b>29</b>
13.1	Shared Leave.....	29
13.2	Shared Leave Receipt .....	31
13.3	Shared Leave Use .....	33
13.4	Leave Donation.....	33
13.5	Shared Leave Administration .....	34
<b>ARTICLE 14 UNIFORMED SERVICE SHARED LEAVE POOL .....</b>		<b>35</b>
14.1	Purpose.....	35
14.2	Definitions.....	35
14.3	Participation .....	36
14.4	Process .....	37
<b>ARTICLE 15 FAMILY AND MEDICAL LEAVE.....</b>		<b>38</b>
15.10	Pregnancy Disability Leave .....	40
15.11	Washington State Paid Family and Medical Leave Program .....	41
<b>ARTICLE 16 NON-OPERATIONAL WORKSITES/INABILITY TO REPORT TO WORK .....</b>		<b>42</b>
<b>ARTICLE 17 MISCELLANEOUS LEAVE .....</b>		<b>43</b>
17.3	Leave for Life-Giving Procedures or Leave for Blood, Platelet, Fluid, or Plasma Donations .....	43
17.4	Jury Duty.....	44
17.5	Respond to Subpoena.....	44
17.6	Military Leave.....	44
17.7	Bereavement Leave.....	44
17.8	Employee Assistance Program .....	45
17.9	Examinations/Interviews.....	45
17.10	Travel for Miscellaneous Leave.....	45
17.12	Personal Leave .....	45
<b>ARTICLE 18 LEAVE WITHOUT PAY .....</b>		<b>46</b>
18.3	Leave without pay may be granted for the following reasons: .....	47
18.4	Limitations .....	47
18.5	Returning Employee Rights .....	47
18.6	Educational Leave.....	48
18.7	Military Leave.....	48

18.8	Child and Elder Care Emergencies .....	48
18.9	Seasonal Career Employment .....	48
18.10	Governmental Service Leave .....	48
18.11	Volunteer Firefighting Leave.....	48
18.12	Military Family Leave .....	48
18.13	Domestic Violence Leave .....	48
18.14	Requests – Approval and Denial.....	49
	<b>ARTICLE 19 SAFETY AND HEALTH .....</b>	<b>49</b>
19.9	Ergonomic Assessments .....	51
19.10	Air Quality Assessments .....	51
	<b>ARTICLE 20 WILDFIRE SUPPRESSION AND OTHER EMERGENCY DUTY .....</b>	<b>51</b>
20.2	Fire Season Work Schedules .....	51
20.4	Rotational Fire Duty Standby .....	51
20.6	Agreement Applies to all Deployments .....	52
20.7	Length of Deployment .....	52
20.8	Normal Rest Periods .....	53
20.9	Fit for Duty .....	53
20.10	Fire Camp.....	53
20.11	Laundry Services .....	53
20.12	Return to Normal Duties .....	53
20.13	Meals.....	54
20.14	Sleeping Bags.....	54
20.15	Inclement Weather Facilities .....	54
20.16	Shower Facilities.....	54
20.17	Work Capacity Testing .....	55
	<b>ARTICLE 21 INMATE CREW SUPERVISION .....</b>	<b>55</b>
	<b>ARTICLE 22 UNIFORMS, TOOLS AND EQUIPMENT .....</b>	<b>55</b>
22.1	Uniforms .....	55
22.2	Tools and Equipment .....	55
22.3	Personal Property Reimbursement.....	56
	<b>ARTICLE 23 DRUG AND ALCOHOL FREE WORKPLACE .....</b>	<b>56</b>
23.2	Possession of Alcohol and Illegal Drugs .....	56
23.3	Prescription Medications and Medical Marijuana .....	57
23.4	Drug and Alcohol Testing – Safety Sensitive Functions .....	57
23.5	Reasonable Suspicion Testing .....	57
23.6	Referral and Testing.....	57
23.7	Discipline .....	58
23.8	Training.....	58
	<b>ARTICLE 24 USE OF PRIVATELY-OWNED AND STATE VEHICLES, COMMUTE TRIP REDUCTION, AND DUTY STATION(S).....</b>	<b>59</b>
24.5	Duty Stations.....	59
24.6	All Employees with King, Pierce or Snohomish County Duty Stations.....	59
	<b>ARTICLE 25 OFF-DUTY CONDUCT.....</b>	<b>60</b>
	<b>ARTICLE 26 EMPLOYEE ACTIVITY AND PRIVACY .....</b>	<b>60</b>
26.4	Health Care Information .....	60
	<b>ARTICLE 27 RESIDENCY REQUIREMENT – WSP AND LCB .....</b>	<b>61</b>
27.1	Applicability .....	61

27.2	WSP and LCB Employees Subject to Emergency Callout but no Assigned State Vehicle .....	61
27.3	WSP and LCB Enforcement Division Employees with Assigned Take Home Vehicles.....	62
	<b>ARTICLE 28 DISCIPLINE.....</b>	<b>63</b>
	<b>ARTICLE 29 PRESUMPTION OF RESIGNATION .....</b>	<b>64</b>
29.1	Unauthorized Absence .....	64
29.2	Notice of Separation .....	64
29.3	Petition for Reinstatement.....	64
29.4	Grievability .....	65
	<b>ARTICLE 30 GRIEVANCE PROCEDURE.....</b>	<b>65</b>
30.1	Terms and Requirements .....	65
30.2	Filing and Processing.....	67
30.3	Successor Clause.....	70
	<b>ARTICLE 31 LEGAL DEFENSE .....</b>	<b>70</b>
	<b>ARTICLE 32 PERSONNEL FILES AND OTHER EMPLOYEE INFORMATION .....</b>	<b>70</b>
32.7	Removal of Documents.....	71
	<b>ARTICLE 33 FITNESS FOR DUTY/REASONABLE ACCOMMODATION/ DISABILITY SEPARATION .....</b>	<b>72</b>
33.5	Safety Accommodations .....	72
33.6	Pregnancy Accommodations .....	73
33.7	Disability Separation.....	74
	<b>ARTICLE 34 SENIORITY.....</b>	<b>75</b>
34.1	Definition .....	75
34.2	Seniority Rules for Communications Officer 3 Bargaining Unit .....	76
34.3	Seniority Rules in Criminal Records Division- Tenprint Unit .....	76
	<b>ARTICLE 35 LAYOFF AND RECALL .....</b>	<b>76</b>
35.1	Definition .....	76
35.3	Notification to the Union .....	76
35.4	Basis for Layoff .....	76
35.5	Voluntary Layoff, Leave of Absence or Reduction in Hours .....	77
35.6	Non-Permanent and Probationary Employees .....	77
35.7	Temporary Reduction of Work Hours or Layoff – Employer Option .....	77
35.8	Layoff Units .....	78
35.9	Formal Options .....	78
35.10	Informal Options .....	79
35.11	Notification to Employees with Permanent Status .....	79
35.12	Salary .....	80
35.13	Transition Review Period .....	80
35.14	Recall .....	81
35.15	General Government Transition Pool Program .....	81
35.16	Project Employment.....	82
35.17	Seasonal Career Employment .....	82
	<b>ARTICLE 36 MANAGEMENT RIGHTS .....</b>	<b>82</b>
	<b>ARTICLE 37 LABOR - MANAGEMENT COMMUNICATION COMMITTEE .....</b>	<b>84</b>
37.1	Purpose.....	84
37.2	Committees .....	84

37.3	Participation and Process .....	84
37.4	Scope of Authority .....	85
<b>ARTICLE 38 UNION ACTIVITIES.....</b>		<b>85</b>
38.1	Representation.....	85
38.2	Staff Representatives .....	85
38.3	Shop Stewards.....	85
38.4	Use of State Facilities, Resources and Equipment.....	86
38.6	Bulletin Boards .....	88
38.7	Distribution of Material .....	88
38.8	Time Off for Union Activities .....	88
38.10	Access to New Employees.....	89
38.11	Master Agreement Negotiations .....	90
38.12	Temporary Employment with the Union .....	90
38.13	Temporary Employment as a Union Officer .....	91
<b>ARTICLE 39 UNION DUES DEDUCTION AND STATUS REPORTS.....</b>		<b>91</b>
39.1	Union Dues .....	91
39.2	Notification to Employees .....	91
39.4	Dues Cancellation .....	91
39.5	Status Reports .....	91
39.6	Other Voluntary Deductions .....	92
39.7	Indemnification .....	93
<b>ARTICLE 40 CLASSIFICATION .....</b>		<b>93</b>
40.1	Classification Plan Revisions.....	93
40.2	Position Review .....	93
40.3	Effect of Reallocation .....	94
40.4	Salary Impact of Reallocation.....	95
<b>ARTICLE 41 COMPENSATION .....</b>		<b>96</b>
41.1	Pay Range Assignments.....	96
41.2	“SP” Pay Range Assignments.....	96
41.4	“V” Pay Range Assignments .....	97
41.6	Pay for Performing the Duties of a Higher Classification .....	98
41.7	Establishing Salaries for New Employees and New Classifications .....	98
41.8	Periodic Increases .....	98
41.9	Salary Increases to Enhance Recruitment or Address Retention.....	99
41.10	Salary Assignment upon Promotion .....	99
41.11	Demotion.....	99
41.12	Transfer .....	100
41.13	Reassignment .....	100
41.14	Reversion .....	100
41.15	Elevation .....	100
41.16	Part-Time Employment.....	100
41.17	Callback .....	100
41.18	Shift Premium .....	101
41.19	Split Shift .....	102
41.20	Standby .....	102
41.21	Relocation Compensation .....	103
41.22	Salary Overpayment Recovery .....	104

41.23	Assignment Pay Provisions.....	104
41.24	Dependent Care Salary Reduction Plan.....	105
41.25	Pre-tax Health Care Premiums.....	105
41.26	Medical/Dental Expense Account.....	105
41.27	Voluntary Separation Incentives – Voluntary Retirement Incentives .....	105
41.28	Fire Duty Compensation – Department of Natural Resources .....	105
41.29	King County Premium Pay .....	106
	<b>ARTICLE 42 HEALTH CARE .....</b>	<b>106</b>
42.3	Wellness.....	107
42.5	Medical Flexible Spending Arrangement .....	108
	<b>ARTICLE 43 AVIATION INSURANCE .....</b>	<b>109</b>
	<b>ARTICLE 44 VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA) .....</b>	<b>109</b>
	<b>ARTICLE 45 BARGAINING UNITS AT WASHINGTON STATE CENTER FOR DEAF AND HARD OF HEARING YOUTH (CDHY) AND WASHINGTON STATE SCHOOL FOR THE BLIND (WSSB).....</b>	<b>109</b>
	<b>ARTICLE 46 STRIKES.....</b>	<b>112</b>
	<b>ARTICLE 47 ENTIRE AGREEMENT .....</b>	<b>112</b>
	<b>ARTICLE 48 SAVINGS CLAUSE .....</b>	<b>113</b>
	<b>ARTICLE 49 MANDATORY SUBJECTS.....</b>	<b>113</b>
49.2	Negotiations .....	113
49.3	Release Time.....	113
	<b>ARTICLE 50 EMPLOYEE ASSISTANCE PROGRAM.....</b>	<b>114</b>
	<b>ARTICLE 51 PRINTING OF AGREEMENT .....</b>	<b>114</b>
	<b>ARTICLE 52 DURATION .....</b>	<b>115</b>

## APPENDICES

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<b>APPENDIX A .....</b>	<b>A-1</b>
Layoff Units	
<b>APPENDIX B .....</b>	<b>A-4</b>
General Service Salary Schedule – Effective July 1, 2021	
<b>APPENDIX C .....</b>	<b>A-15</b>
“SP” Range Salary Schedule – Effective July 1, 2021	
<b>APPENDIX D .....</b>	<b>A-20</b>
Assignment Pay	
<b>APPENDIX E .....</b>	<b>A-22</b>
Special Pay Ranges and Notes	
<b>APPENDIX F .....</b>	<b>A-23</b>
Bargaining Units Represented by the WPEA	
<b>APPENDIX G.....</b>	<b>A-24</b>
Information Technology Professional Structure (ITPS) Range Salary Schedule – Effective July 1, 2021 through June 30, 2023	

## **MEMORANDA OF UNDERSTANDING**

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<b>A. MOU - DOR, SECURITY CAMERAS .....</b>	<b>M-1</b>
<b>B. MOU - RESCISSION OF SECTION 35.7 A - TEMPORARY REDUCTION OF WORK HOURS (FURLONGHS), REOPENER FOR FURLONGHS AND JUNETEENTH HOLIDAY.....</b>	<b>M-3</b>
<b>C. MOU - TELEWORK DISCUSSION WORKGROUP.....</b>	<b>M-5</b>
<b>D. MOU – DNR, COVID-19 VACCINATION REQUIREMENT .....</b>	<b>M-7</b>
<b>E. MOU – COVID-19 VACCINATION REQUIREMENT .....</b>	<b>M-13</b>

**SIGNATURE PAGE**



## **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 (PERC) for the purpose of establishing wages, hours and conditions of employment.

If PERC 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** The Employer, the Union and its members value, support and encourage diversity, equity, inclusion, mutual respect, and professionalism in the workplace.
- 2.2** 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, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as an actual or perceived victim of domestic violence, sexual assault or stalking, citizenship or immigration status, or because of participation or lack of participation in Union activities is prohibited, and no unlawful harassment will be tolerated.
- 2.3** Employees who believe they have witnessed or been the subjects of discrimination, harassment or a 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.
- 2.4** Internal complaints that rise to the level of an investigation will be investigated and processed in a timely manner. The Employer will determine within thirty (30) days of the receipt of a written complaint, if an investigation is required. The Employer will begin the investigative process within fourteen (14) calendar days from the date it is determined that an investigation is required and will notify the complaining employee and employee(s) being investigated at that time. After each subsequent thirty (30) day period, the complaining employee and the investigated employee(s), upon request, will receive an update on the status of the investigation. At the conclusion of the investigation, the complaining employee will be provided with a notification that the investigation is complete, and the investigated

employee(s) will be provided with both notification that the investigation is complete and information on the investigation outcome.

- 2.5** Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.6** 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.
- 2.7** 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. 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.

### **3.8 Washington State Patrol (WSP) – Methods of Requesting a Transfer**

When filling a vacant Commercial Vehicle Enforcement Officer 3 or Communications Officer 3 position with a permanent appointment, the agency will announce the availability of the position for transfer within the respective division. The first email announcement and consideration will be for qualified employees within the assigned work area within the division. If the position remains unfilled, the Employer will seek qualified employees from within the entire division. Employees who were not selected may meet with the appointing authority to discuss their non-selection.

## **ARTICLE 4 HIRING AND APPOINTMENTS**

### **4.1 Recruitment and Application Process**

Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days.

### **4.2 Permanent Status**

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

#### **4.3 Internal Movement – Permanent Employees**

Prior to certifying candidates in accordance with Article 3, Section 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.

#### **4.4 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, to reduce the possible effects of a layoff, or for paid internships or staff development opportunities. Non-permanent appointments will not exceed eighteen (18) 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 an agency will have the right to return to their position in the agency or to a position in the permanent classification the employee 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 their current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.
3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process pursuant to [Section 4.1](#) to fill the non-permanent appointment. In such circumstances, the employee may 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; and
- 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; and/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 written notice from the Employer. Within seven (7) days of

the effective date of a separation, the employee may request a review of the separation by the Director or Secretary of the agency or designee.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period(s), depending on the requirements of the in-training program. The trial service period and in-training program will run concurrently. The Employer may revert an employee who does not successfully complete the trial service period(s) at any time with two (2) working days' notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with [Subsection 4.5 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 will 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. The Employer may convert a project appointment into a permanent appointment if the Employer used a competitive process pursuant to [Section 4.1](#) to fill the project appointment. When the Employer converts a project appointment into a permanent appointment, the employee may be required to serve a probationary or trial service period unless the employee has held the position for six (6) months or more. Time spent in the project appointment may count towards the probationary or trial service period for the permanent position. 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 project appointment to a permanent appointment.
  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 4.5](#) 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](#).

#### **4.5 Review Periods**

A. Probationary Period

1. Except for those employees in an in-training appointment, every part-time and full-time employee, following an initial appointment to a permanent position, will serve a probationary period of six (6) months performing assigned duties; except that any class for which the probationary period was twelve (12) months on July 1, 2014 and certified employees at the Washington State Center for Deaf and Hard of Hearing Youth (CDHY) and Washington State School for the Blind (WSSB), will continue to have a twelve (12) month probationary period. The Employer may extend the probationary 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. The Employer agrees to notify the Union in writing when it intends to extend the probationary period of an employee or for all employees in a classification beyond six (6) months. If the extension is based on performance issues, the employee will receive a performance improvement plan.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 30](#). The Employer must give a minimum of one (1) calendar day's written notice prior to the effective date of separation.
3. The Employer may 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 an 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 probationary period as defined in Subsection A.1 above.

6. With approval of the Employer, an employee who accepts a non-permanent appointment to a higher level position in the same job series while serving an initial probationary period, may resume their probationary period and receive credit for time already served in probationary status if they return to the same position that they vacated.

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) months performing assigned duties. The Employer agrees to comply with the trial service period that the Office of the State Human Resources Director has designated for each classification. An employee moving to a different position within the same job classification that requires different job skills and abilities will serve a trial service period. The Employer may extend the trial service period for an individual employee or for all employees in the 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 in writing when it intends to extend the trial service period of an employee or for all employees in a classification beyond six (6) months.
2. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. An employee who is appointed to a different position prior to completing a trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with Subsection 4.5, B.1, unless adjusted by the Appointing Authority for time already served in trial service status. In no case, however, will the total trial service period be less than six (6) consecutive months.
4. An employee serving a trial service period may voluntarily revert to their former permanent position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After fifteen (15) days, employees may revert to their former position with Employer approval.

5. 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.

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

#### **4.6 Return-to-Work Initiative Program**

Benefits under this program will be applied in accordance with [WAC 357-19-525](#) 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 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 employee will have one (1) week after receiving the performance evaluation to review and respond. 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 after insertion into the employee's personnel file.
  - C. When an employee remains in the same position but has a change in supervisor less than ninety (90) days prior to an employee's performance review, a joint review involving the employee's current supervisor and the employee's previous supervisor may be conducted. If the previous supervisor is no longer employed with the agency, the employee may request prior to finalizing the evaluation, that the current supervisor consult with another manager who has knowledge of the employee's performance.
  - D. The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure in [Article 30](#).
  - E. 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, Section 8.1.
- 5.3** For bargaining units at the Washington State Center for Deaf and Hard of Hearing Youth (CDHY) and Washington School for the Blind (WSSB), evaluations shall be conducted at least bi-annually and normally completed no later than May 15.

## **ARTICLE 6**

### **HOURS OF WORK**

#### **6.1 Definitions**

- A. Full-time Employees:  
Employees who are scheduled to work an average of forty (40) hours per workweek.

- B. Law Enforcement Employees:  
Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).
- C. 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) work shift.
- 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 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. When the Employer determines that an overtime-eligible

position is overtime-exempt, the employee will be notified in writing of the determination.

### **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. Except Washington State Patrol (WSP), the regular work schedule will normally include two (2) consecutive scheduled days off. The Employer may adjust the regular work schedule with prior notice to the employee as defined in this Article. If the Employer extends an employee's daily work schedule by more than two (2) hours on any given day, the Employer will not adjust another workday or the employee's workweek to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

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

#### **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 fourteen (14) calendar days' written notice of a permanent schedule change. Employees shall receive seven (7) calendar days' notice of a temporary schedule change. A temporary schedule change is defined as lasting thirty (30) days or less. 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

Workweeks and work schedules of overtime-eligible employees not working a shift schedule, as defined by [Subsection 6.1 F](#), 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. Schedule change requests will not be arbitrarily denied.

F. Employee Requested Flexible Work Schedules

The Employer understands the importance of flexible work schedules and positive impact on employee performance and morale. When requested by the employee, schedules may be flexed within the employee's workweek if mutually agreed to between the employee and the Employer. If a request is not approved, the Employer will respond in writing.

**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 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.

**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 their 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. Employees who are required to work more than three (3) hours beyond their regular workday shall be entitled to an additional unpaid meal period of at least thirty (30) minutes.

**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 (½) shift of three (3) or more hours worked at or near the middle of each one-half (½) shift of three (3) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (½) 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**

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. Such employees will not be required to use vacation leave or exchange time for occasional, infrequent flexing of two (2) hours or less, provided that the employee abides by agency policies regarding the use of sick leave and vacation leave.
- 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. Where such flexibility does not occur or does not achieve the appropriate balance, and with Appointing Authority or designee approval, overtime-exempt employees will accrue exchange time for extraordinary or excessive hours worked. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. For a Department of Revenue employee whose job causes them to accrue exchange time due to

a legislative session, the maximum accrual is one hundred ten (110) hours. Exchange time can be used in lieu of sick leave and vacation leave. Exchange time has no cash value and cannot be transferred between agencies. When an employee accrues forty (40) hours of exchange time, the employee and the Employer will develop a plan within sixty (60) days for the employee to use the accrued exchange time. For an employee whose job causes them to accrue exchange time due to a legislative session, the Employer and the employee will develop a plan for the use of exchange time accrued during a legislative session at the end of the session.

- E. At employee request and with Employer approval, alternate work schedules (including both flexible and compressed work schedules) may be established, subject to business and customer service needs. Requests for alternate schedules will not be arbitrarily denied. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Overtime-exempt employees whose employer requires them to work on a holiday will be paid at an additional rate of one and one-half (1½) times the employee's salary for the time worked.

## **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 on a holiday;
3. Works in excess of one-hundred 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 (1½) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work:

The definition of work for overtime purposes only, includes:

1. All hours actually spent performing the duties assigned;
2. Holidays;
3. Sick leave;
4. Vacation leave;
5. Compensatory time; or
6. Any other paid time not listed below.

D. Work does not include:

1. Shared leave;
2. Leave without pay;
3. Additional compensation for time worked on a holiday; or
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 their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
- B. A part-time overtime-eligible shift employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
- C. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one-hundred 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 on duty. 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 they were qualified, the employee will be offered the next available overtime opportunity for which they are 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

At the employee's request and with the agency's approval, compensatory time off may be earned in lieu of cash. Compensatory time must be granted at the rate of one and one-half (1½) 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 their accrued 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 their 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 their 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 agency policies and available resources.

- 8.2** Attendance at agency-required training will be considered time worked including travel. Travel time to attend agency required training will be compensated in accordance with the State Administrative and Accounting Manual (SAAM).
- 8.3** 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](#).
- 8.4** The Employer will provide appropriate training on supervision/incarcerated individuals relations for employees whose duty involves interacting with incarcerated individuals.
- 8.5 Master Agreement Training**
- A. The Employer and the Union agree that training for managers, supervisors and shop stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training on this Agreement to shop stewards, and the Employer will provide training to managers and supervisors.
  - B. The Union will present the training to Union shop stewards within each bargaining unit. The training will last no longer than eight (8) hours. The training will be considered time worked for those Union shop stewards who attend the training during their scheduled work shift. Union 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 shop stewards attending each session. Travel time and expenses will not be paid by the Employer.

#### **8.6 Tuition Reimbursement**

- A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.
- B. Agencies will reimburse eligible employees who provide proof of payment and satisfactory completion of a course that was previously approved for tuition reimbursement.
- C. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the employee will no longer be eligible for reimbursement.

#### **8.7 Training Requests**

All requests for training, outside the Washington State Learning Center (WSLC), will be approved, disapproved, or forwarded by the immediate supervisor within fifteen (15) calendar days of the submission of the properly completed request. Upon request, the agency will provide a status update within forty-five (45) days. If a request is denied, the Employer will provide a reason for the denial to the employee.

#### **8.8 Training Records**

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

### **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. New Year's Day	First day of January
2. Martin Luther King Jr. Day	Third Monday of January
3. President's Day	Third Monday of February
4. Memorial Day	Last Monday of May
5. Juneteenth Day	June 19 <sup>th</sup>
6. Independence Day	July 4 <sup>th</sup>
7. Labor Day	First Monday of September
8. Veterans' Day	November 11 <sup>th</sup>
9. Thanksgiving Day	Fourth Thursday of November
10. Native American Heritage Day	Day immediately following the fourth Thursday in November
11. Christmas Day	December 25 <sup>th</sup>
12. 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, they will be paid for the actual hours worked at the straight time rate plus the overtime rate, as outlined in [Article 7 Section 7.1 B](#), 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 workday, 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 workday before or after the holiday.
  3. An employee may request an alternate day off as their holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or deny the request.
- E. For employees working a night shift schedule which begins on one (1) 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 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 the holiday and are in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday. Employees who resign or are dismissed or separated before a holiday will not be compensated for holidays occurring after the effective date of resignation, dismissal or separation.

### **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.
- 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. A personal holiday for full-time employees will be equivalent to their permanent work shift on the day selected for personal holiday absence.
  - G. Upon request, an employee will be approved to use part or all of their personal holiday for:
    - 1. The care of family members as required by the Family Care Act, [WAC 296-130](#);
    - 2. Leave as required by the Family Military Leave Act, [RCW 49.77](#) and in accordance with [Article 18, Section 18.12](#); or
    - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).
- 10.4** Only [Section 10.3](#), Personal Holiday, applies to the bargaining units at the Washington State School for the Blind and Washington State Center for Deaf and Hard of Hearing Youth.

## **ARTICLE 11**

### **VACATION LEAVE**

- 11.1** Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.
- 11.2 Vacation Leave Credits**  
Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.
- 11.3 Vacation Leave Accrual**  
Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule 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 and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

#### 11.5 Vacation Scheduling

- 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 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.

- F. 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, Section 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, Section 18.12](#).

#### **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 their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

#### **11.10 Separation**

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

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

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

- 11.11** This Article does not apply to the bargaining units at the Washington Center for Deaf and Hard of Hearing Youth 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 they have been in pay status for eighty (80) non-overtime hours in a calendar month. A full-time employee in an overtime-eligible position who is in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees will accrue sick leave in an amount proportionate to the number of hours 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 their job, or personal medical or dental appointments and for reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).
- B. Care of family members as required by the Family Care Act, [WAC 296-130](#) and to provide care for family members as allowed under [RCW 49.46.210](#).
- 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 appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer.
- F. Illness of or household members, up to five (5) days for each occurrence or as extended by the Employer.
- G. A death of a relative in cases where the employee is not eligible for bereavement leave under [Article 17](#), or when the employee elects to extend authorized bereavement leave. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. The Employer may require verification.

- H. Leave for Military Family Leave as required by [RCW 49.77](#) and in accordance with [Article 18, Section 18.12](#).
- I. Leave for Domestic Violence Leave as required by [RCW 49.76](#).
- J. In accordance with [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined in [WAC 296-128-600](#) (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.
- K. Family, Relative and Household Member Defined:
  - 1. Family member is defined as a:
    - a. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
    - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
    - c. Spouse;
    - d. Registered domestic partner as defined by [RCW 26.60](#);
    - e. Grandparent;
    - f. Grandchild; or
    - g. Sibling
  - 2. Relative is defined as an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.
  - 3. Household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

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

The Employer will allow an employee to use compensatory time, exchange time, personal holiday, 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, exchange time, personal holiday, or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, or vacation leave requests for sick leave purposes will indicate that the compensatory time, exchange time, personal holiday, or vacation leave is being requested in lieu of sick leave. For full-time employees, a personal holiday must be used in full shift increments. For part-time employees, the use of a personal holiday for sick leave purposes will be calculated in accordance with [Article 10, Section 10.3 D](#).

### **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 their return to work. The equivalent amount of vacation leave will be restored.

### **12.5 Sick Leave Reporting Certification and Verification**

An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. Upon returning to work, the employee shall report the general reason per [Section 12.2](#) 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. The Employer will not require continuous medical verification for longer than seven (7) months as a result of the suspected abuse. A medical certificate must be required if the reason was personal illness and the absence continued for more than ten (10) continuous working days. For employees in overtime-eligible positions, medical certification or verification that is required when there is cause to suspect sick leave abuse will be in accordance with [RCW 49.46.210](#) and this Agreement. Medical certification and/or medical verification will be provided to the Human Resources Department.

### **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 their 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 their sick leave balance on a one (1) hour for four (4) hours basis, which will be forwarded to their Voluntary Employee Beneficiary Association. 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**

- A. 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 is:

1. Called to service in the uniformed services;
2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
3. A victim of domestic violence, sexual assault or stalking;
4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; or
5. Sick or temporarily disabled because of pregnancy disability or for the purpose of parental leave to bond with the employee's newborn, adoptive or foster child.

- B. For purposes of the Washington state leave sharing program, the following definitions apply:

1. "Domestic violence", per [RCW 41.04.655](#)(1), means any of the following acts committed by one family or household member against another or by one intimate partner against another, as those

terms are defined in [RCW 26.50.010](#): physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault; sexual assault; or stalking as defined in [RCW 9A.46.110](#).

2. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
3. Employee's "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, sibling, grandparent, parent or stepparent.
4. "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.
5. "Severe" or "extraordinary" condition as defined in [WAC 357-31-395](#).
6. "Sexual assault" has the same meaning as in [RCW 70.125.030](#).
7. "Stalking" has the same meaning as in [RCW 9A.46.110](#).
8. "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.
9. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the Coast Guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
10. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

11. “Parental Leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care. Parental leave must be used within the sixteen (16) weeks immediately after the birth or placement, unless the birth parent suffers from a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended, provided the parental leave is used within the first year of the child’s life.
12. “Pregnancy disability” means a pregnancy-related medical condition or miscarriage.

### **13.2 Shared Leave Receipt**

- A. The Employer may permit an employee to receive shared leave if the Agency Head or designee determines that the employee meets the following criteria:
  1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
  2. Has been called to service in the uniformed services;
  3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee’s offer of volunteer services;
  4. Is a victim of domestic violence, sexual assault or stalking;
  5. Is sick or temporarily disabled because of pregnancy disability; or
  6. For the purpose of parental leave to bond with the employee’s newborn, adoptive or foster child.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service or consequence of domestic violence, sexual assault, 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 is within forty (40) hours of depleting their:

1. Vacation leave, sick leave and personal holiday reserves if the employee qualifies on Subsection A.1 of this Section - the employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty (40) hours of accrued vacation leave and up to forty (40) hours of accrued sick leave, but the employee must deplete their personal holiday;
  2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#), if the employee qualifies under Subsection A.2 of this Section – the employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under [RCW 38.40.060](#) and can maintain up to forty (40) hours of accrued vacation leave and up to forty (40) hours of paid military leave;
  3. Vacation leave and personal holiday if the employee qualifies under Subsections A.3 or A.4 – the employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of accrued vacation leave, but the employee must deplete their personal holiday; or
  4. Vacation leave, sick leave, personal holiday and compensatory time if the employee qualifies under Subsection A.5 or A.6 – the employee is not required to deplete all of their accrued vacation and accrued sick leave and can maintain up to forty (40) hours of accrued vacation leave and up to forty (40) hours of accrued sick leave, but the employee must deplete their personal holiday and compensatory time.
- D. The employee has abided by the Employer’s rules regarding:
1. Sick leave use if the employee qualifies under Subsections A.1, A.4, A.5 and A.6 of this Section; or
  2. Vacation leave and military leave if the employee qualifies under Subsection A.2 of this Section.
- E. The Agency Head or designee will also take into consideration budgetary impact in determining whether to approve shared leave or limit the amount of shared leave to be donated.
- F. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.
- G. Shared leave may be used intermittently or on nonconsecutive days, so long as the leave has not been returned under Section 13.5 B.

### **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 twenty-two (522) days of shared leave during total state employment, except that the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent 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:
  - 1. 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 and A.5;
  - 2. A copy of the military orders verifying the employee's required absence for shared leave under [Subsection 13.2](#) A.2;
  - 3. 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;
  - 4. 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; or
  - 5. Verification of birth or placement for adoption or foster care of a child for shared leave under [Subsection 13.2](#) A.6.
- C. To the extent allowed by law, the Employer will maintain the confidentiality of the verifying information unless disclosure is authorized in writing by the employee. Within ten (10) working days, the Employer will acknowledge receipt or request additional information. Response will be in writing.

### **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 their 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 donate excess vacation leave that they would not be able to take due to an approaching anniversary date.
- 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 their 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 their 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 their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value 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 that is no longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the Agency Head or designee shall be returned to the donor(s).
- C. Unused leave in connection with an illness or injury may not be returned until one of the following occurs:
1. The Employer obtains a statement from the receiving employee's doctor verifying the illness or injury is resolved; or
  2. The employee is released to full-time employment; has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months; and the employee's

doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

- D. 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.
- E. If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the Agency Head or designee must approve a new shared leave request for the employee.
- F. 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.
- G. Agencies shall maintain records which contain sufficient information to provide for legislative review.
- H. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave they used.
- I. See the leave depletion provision in Subsection 13.2 C.
- J. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both of the state agencies, higher education institutions, or school districts/education service districts, to an employee of another state agency, higher education institution, or school district/educational district.

## **ARTICLE 14**

### **UNIFORMED SERVICE SHARED LEAVE POOL**

#### **14.1 Purpose**

The uniformed service shared leave pool was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. 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 their vacation leave and paid military leave – the employee is not required to deplete all of their annual leave and paid military leave allowed under [RCW 38.40.060](#) and can maintain up to forty (40) hours of annual leave and up to forty (40) hours of paid military leave; and
  - 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 (PEBB), 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**

With the exception of Section 15.11 of this Article, definitions used in this Article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

- 15.1** A. Consistent with the FMLA and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one (1) or more 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 [26.60.020](#) and [26.60.030](#) who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the Washington State Family and Medical Leave Program, RCW Title 50A, will not be counted towards the twelve (12) weeks of FMLA.
  4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age, or parent is on active duty or called to active duty status of the Armed Forces, Reserves, or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member 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 Leave is taken, the employee may only take a combined total of twenty-six (26) weeks of leave for Military Caregiver.

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

- B. Entitlement to family medical 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.
- C. The one-thousand two-hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

**15.2** The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical 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 existing Employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by FMLA. The employee will be required to pay the employee 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. The use of any paid or unpaid leave for a family medical leave-qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the family medical leave. Any employee choosing to substitute paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice and certification requirements relating to the paid leave. An employee, who meets the eligibility requirements listed in Section 15.1, may request family medical leave

run concurrently with absences due to work-related illness or injury covered by workers' compensation, at any time during the absence.

#### **15.5 Parental Leave**

Parental leave shall be granted to the employee for the purpose of bonding with a newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by the family medical leave 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, personal holiday, compensatory time, exchange time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA for baby bonding purposes.

**15.6** The Employer may require 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 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 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 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 Pregnancy Disability Leave**

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

B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday,

compensatory time, exchange time, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

**15.11 Washington State Paid Family and Medical Leave Program**

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program, RCW [Title 50A](#), is in effect, and eligibility for and approval of leave for purposes as described under the Program shall be in accordance with RCW Title [50A](#). In the event that the legislature amends all or part of RCW Title [50A](#), those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW Title [50A](#), those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.
- B. If the need for leave is foreseeable, the employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- C. PFML Program Insurance Premiums  
The Employer will deduct premium amounts from the wages of each employee in accordance with [RCW 50A.10.030](#). The Employer will not pay any portion of the employee's share of the premium for family leave or medical leave benefits, or both.
- D. Supplemental Benefits  
An employee may be entitled to supplemental benefits as authorized by State Human Resources civil service rules, encompassing an employee's designation of the following accrued and available leave as a supplemental benefit while on approved PFML: sick leave, vacation leave, compensatory time, personal holiday, and personal leave, while receiving a partial wage replacement for paid family and/or medical leave under the PFML Program, [RCW Title 50A](#). Use of these leave categories as a supplemental benefit draws down the employee's leave banks. The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under [RCW Title 50A](#) before approving leave as a supplemental benefit.

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

**(Not applicable for the Center for Deaf and Hard of Hearing Youth and the Washington State School for the Blind – See Article 45, Section 45.11)**

**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. Employees who are not required to work, per Subsection 16.1B, (as determined by an Agency Head or designee) may be released with no loss of pay during any disruption of services.
- B. Employees who are required to work (as determined by an Agency Head or designee) may be reassigned to similar positions at another state office or work locations within a reasonable driving distance from the non-operational location during any disruption of services. An employee may also be assigned to work from home or other approved location.

**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 or previously accumulated exchange time;
- B. Any accrued vacation leave;
- C. Up to three (3) days of accrued sick leave per calendar year;
- D. Leave without pay.

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

**16.4** An Employee who was unable to report to work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster and is on leave in accordance with Section 16.3 of this Article, will be compensated for the balance of their work shift remaining after the determination that the state office or work location is non-operational and will not be charged leave for that time. An employee who is on approved leave for reasons other than severe inclement weather, conditions caused by severe inclement weather or a natural disaster will not have their leave restored.

- 16.5** 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. Employees who are more than one (1) hour late may request to adjust their work schedule in lieu of using leave, in accordance with [Article 6, Section 6.3 E](#).

## **ARTICLE 17**

### **MISCELLANEOUS LEAVE**

- 17.1** Leave with pay will be allowed during scheduled work time:
- A. For participating in life-giving procedures or blood, platelets, fluid, or plasma donations, 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 through the Employee Assistance Program, subject to [Section 17.8](#); and
  - 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 firefighting, search and rescue efforts or donating blood.
- 17.3** **Leave for Life-Giving Procedures or Leave for Blood, Platelet, Fluid, or Plasma Donations**
- A. Leave for Life-Giving Procedures  
When approved, employees will receive paid leave, not to exceed thirty (30) working days in a two (2) year period, for participating in and any subsequent incapacity to work due to recovery from life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required.
- “Life-giving procedure” is defined as a medically supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. “Life giving procedure” does not include the donation of blood,

platelets, fluids, or plasma. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. The notice will include any expected duration of incapacity to work for recovery purposes. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures and any subsequent recovery.

**B. Leave for Blood, Platelet, Fluid or Plasma Donations**

When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood, platelets, fluids, or plasma to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

**17.4 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 they are a party in the matter or have an economic interest in the matter. The Employer may grant leave with pay during scheduled work time, when an employee is subpoenaed for other legal proceedings unrelated to the personal and financial matters of the employee. The employee will provide a copy of the subpoena to the Employer when requesting leave.

**17.6 Military Leave**

In addition to twenty-one (21) days of paid leave granted to employees each year (October 1 through September 30) for required military duty or to take part in training or drills including those in the National Guard or state active status, unpaid military leave will be granted in accordance with [RCW 38.40.060](#) and applicable federal law. Employees on military leave will be reinstated as provided in [RCW 73.16](#) and applicable federal law.

**17.7 Bereavement Leave**

A. An employee is entitled to three (3) days of paid bereavement leave if a 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, personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

For purposes of this Section family members are those defined in [Article 12, Section 12.2 K.1](#) and household members are defined in [Article 12, Section 12.2 K.3](#).

- D. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, child-in-law, great-grandparent, great-grandchild, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of seven (7) days for each calendar year. The Employer may deny leave requested under this provision for the holidays specified in [Article 10, Section 10.1](#), Holidays.

#### **17.8 Employee Assistance Program**

When approved, employees will receive paid leave to receive an assessment through 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 [Section 17.12](#), employees will give reasonable advanced notice for miscellaneous leave request(s).

#### **17.12 Personal Leave**

- A. Employees may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than four (4) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:

1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period.
  2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. The pay of an employee's personal leave day is equivalent to the employee's permanent work shift on the day selected.
- D. Personal leave may not be carried over from one (1) fiscal year to the next.
- E. 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.
- F. Upon request, an employee will be approved to use part or all of their 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, Section 18.12](#); or
  3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

## **ARTICLE 18**

### **LEAVE WITHOUT PAY**

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

- A. Family 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; and
- G. Domestic violence leave.

**18.2** Leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as defined by Chapter [82-56 WAC](#) or the employee is not necessary to maintain public safety.

**18.3** 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;
- G. Citizen volunteer or community service leave;
- H. Union activities, pursuant to [Article 38](#);
- I. Volunteer firefighting leave, non-emergencies; and
- J. Bereavement leave where paid leave under [Article 17, Section 17.7](#) has been exhausted.

**18.4 Limitations**

Leave without pay shall be limited to no more than 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 Medical Leave;
- F. Seasonal career employment leaves;
- G. Volunteer firefighting leave;
- H. Domestic violence leave;
- I. Leave taken voluntarily to reduce the effect of a layoff; or
- J. Temporary employment as a Union Officer.

Any employee that is on leave without pay for more than twelve (12) months in any consecutive five (5) year period will be considered to have resigned their position as provided for in [Article 29](#), Presumption of Resignation.

**18.5 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.

**18.6 Educational Leave**

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

**18.7 Military Leave**

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

**18.8 Child and Elder Care Emergencies**

Leave without pay, compensatory time or paid leave will be granted for child and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Upon mutual agreement between the employee and the Employer, the employee will be granted additional leave without pay for child and elder care emergencies.

**18.9 Seasonal Career Employment**

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

**18.10 Governmental Service Leave**

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

**18.11 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. Leave without pay may be granted for non-emergencies. Non-emergencies may include training, inspections and public outreach activities.

**18.12 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.

**18.13 Domestic Violence Leave**

Leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave

without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by [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](#).

#### **18.14 Requests – Approval and Denial**

Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests within fourteen (14) calendar days, when practicable.

### **ARTICLE 19 SAFETY AND HEALTH**

#### **19.1 The Employer and the employee have a responsibility for workplace safety and health.**

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <http://www.lni.wa.gov/safety>. Safety committees will be established in accordance with 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. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers, students, and the public to contagious conditions that could jeopardize the health of others. When an employee self-reports that they have a contagious health condition, upon determination and approval by the Employer that the employee is able to work at home or an approved alternative location and if the employee requests to work at home or an alternative location, the employee may be assigned to work from home or the alternative work location; otherwise, the Employer may require the employee to use leave.
- E. 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 to the health and well-being of employees, the Employer will follow its written emergency and/or evacuation procedures.

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

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

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

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

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

### **19.9 Ergonomic Assessments**

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workstation is completed by a person trained to conduct ergonomic assessments. Such employee requests should be made in writing. The Employer will ensure that an ergonomic assessment of the employee's workstation is scheduled, or that the employee is provided with the materials and support to conduct a self-assessment of their workstation which will be reviewed by a trained person, within thirty (30) business days from the receipt of the request for assessment. The Employer will complete the assessment as soon as operational needs allow, but not later than sixty (60) business days from the date of receipt of the request. Solutions to identified issues/concerns will be implemented within available resources.

### **19.10 Air Quality Assessments**

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 19.6.

## **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 cellular phones 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 Reacting to Fire Potential**

When an employee is on duty reacting to fire potential, they will be paid in accordance with [Article 41, Section 41.28](#).

## **20.6 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 all fires, DNR shall designate a knowledgeable agency representative or contact to ensure compliance with provisions of this Agreement. The Employer will not prevent the Union from gaining access to fire camp on any fire where WPEA members are present. A Union representative who visits the fire camp will notify the on-site DNR agency representative upon their arrival at the camp for safety purposes, and the provisions of [Article 38, Section 38.2](#) B will still apply.

## **20.7 Length of Deployment**

- A. The Employer retains sole authority to dispatch employees to fires even when dispatched to inter-agency fires.
- B. Employees will receive one (1) day of rest and recuperation after ten (10) consecutive days of deployment away from the duty station for wildfire suppression duty. If an employee is unable to be scheduled for the rest and recuperation day during deployment and can continue to work safely, the rest and recuperation day will occur on the first calendar day after returning from fire duty to the employee's regular duty station.

If an employee's deployment for wildfire suppression exceeds twenty-one (21) days, an additional rest and recuperation day will be earned. If the employee was unable to take the first rest and recuperation day after ten (10) consecutive days, both rest and recuperation days will occur beginning the first calendar day after returning from fire duty to the employee's regular duty station.

- C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating the consecutive days of deployment discussed above. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten [10] hours miscellaneous leave for an employee on a four-ten [4-10] schedule). Rest and recuperation is paid at the employee's straight time hourly rate.
- D. When a rest and recuperation period, as discussed above, does not occur because of scheduling considerations before release from fire suppression duty away from an employee's duty station, the employee shall take rest and recuperation miscellaneous leave on the first calendar day after returning from fire duty to the employee's regular duty station.

- E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Region/Division Manager, the DNR Resource Protection Division Manager, and the employee. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days 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.

#### **20.8 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.

#### **20.9 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.

#### **20.10 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.

#### **20.11 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 (SAAM), Subsection 10.60.10.

#### **20.12 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 their 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.

#### **20.13 Meals**

- A. All employees involved in fire suppression efforts who are required to remain on duty beyond 7:00 p.m. are entitled to a nutritious meal and to an additional meal for every four (4) hours of continuous work thereafter, unless they are working at their normal worksite 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.
- D. The Employer understands the physical aspects for all employees during such fire suppression efforts and agrees to provide meals that meet or exceed the minimum nutritional requirements.

#### **20.14 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.

#### **20.15 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.

#### **20.16 Shower Facilities**

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

#### **20.17 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. The study will include the application of 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. For employees of the Department of Natural Resources (DNR) who work in an environment that the Employer has determined requires high-visibility personal protective

equipment, the Employer will provide a high-visibility vest to be worn over the employee's personal outerwear, or a high-visibility jacket. 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.

### **22.3 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 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 use or possession of marijuana by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:

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

C. 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 and Medical Marijuana**

Employees are responsible for consulting their physician and/or pharmacist as to any limitations on their ability to perform the duties of their position as a result of taking physician-prescribed drugs or medical marijuana. 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 post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules (49 CFR 382 and 383), 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 post-accident, post-firearm shooting incidents, and reasonable suspicion testing. The testing shall be conducted in accordance with agency policy. 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 that support the reasonable suspicion must be stated in writing and will be provided to the employee prior to testing whenever possible. Such written grounds shall be provided to the Union within fourteen (14) calendar days of testing.

### **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, they 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 HIPAA regulations regarding prescription and over-the-counter medications.

**ARTICLE 24**  
**USE OF PRIVATELY-OWNED AND STATE VEHICLES, COMMUTE TRIP**  
**REDUCTION, AND DUTY STATION(S)**

- 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 16-07.
- 24.2** The Employer may authorize an employee to take a state vehicle home, in accordance with Office of Financial Management regulations. Employees will report their taxable commute to payroll as necessary in order to 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.
- 24.4** Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.
- 24.5 Duty Stations**  
All bargaining unit employees, except WSP and DOL, will be assigned an official duty station in accordance with OFM travel regulations. If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of an official duty station results in a commute in excess of thirty (30) miles in addition to the current commute, the employee may exercise their rights under [Article 35](#), Layoff and Recall, unless the reassignment is the result of a disciplinary demotion.
- 24.6 All Employees with King, Pierce or Snohomish County Duty Stations**
- A. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a "One Regional Card for All," otherwise known as an ORCA card. Travel via ferry is specifically excluded from this benefit.
- B. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty dollars (\$50.00) towards the monthly cost.
- 24.7** Upon an employee's request, the Employer will provide written guidance and expectations to them about telework eligibility or ineligibility.

## **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, email 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 & Cannabis Board (LCB) Enforcement Division Employees.

**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 GoogleMaps.com (shortest route) will be the official measurement of the distance from the duty station to the employee's residence. If GoogleMaps.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that GoogleMaps.com does recognize and then driving the remaining distance with their supervisor to determine whether the residence is within the seventy-five (75) mile limitation.
- C. The mileage determination on GoogleMaps.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 GoogleMaps.com. In the case of a new street, the employee will have to get

a determination from their supervisor whether the street meets the definition of an all-season maintained street, road, highway, etc.

- 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 a previously approved residence, the new residence location must comply with this Article.

### **27.3 WSP and LCB Enforcement Division Employees with Assigned Take Home Vehicles**

Assigned take-home vehicles may only be driven across the state line for official State of Washington business.

- A. WSP employees with assigned take-home vehicles shall live within forty-five (45) miles of their assigned district, division, or duty station.
- B. Liquor & Cannabis Board (LCB) Enforcement Division Employees with assigned take home vehicles shall live within forty-five (45) miles of their assigned duty station unless otherwise approved in writing by the Chief of Enforcement or designee.
- C. The Internet program GoogleMaps.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 GoogleMaps.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that GoogleMaps.com does recognize and then driving the remaining distance with their supervisor to determine whether the residence is within the mileage limitations.
- D. The mileage determination on GoogleMaps.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 GoogleMaps.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 their supervisor as to whether the street meets the definition of an all-season, maintained, paved street, road, highway, etc.
- E. 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 in writing 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 GoogleMaps.com map showing that the new residence complies with the terms of this Article.

- F. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from a previously approved residence, the new residence location must comply with this Article.
- 27.4** WSP and LCB employees will have one-hundred fifty (150) 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, discharges, and reductions in accrued annual leave (overtime exempt employees only), to a maximum of three (3) days per occurrence. 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** Only documentation maintained in the employee's personnel file, or supervisory file, in accordance with [Article 32](#), may be used for the purpose of establishing a history of progressive discipline.
- 28.5** 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.
- 28.6** 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.
- 28.7** Disciplinary investigations will be processed in a timely manner. The Employer will begin the investigative process within fourteen (14) calendar days from the date it is determined that an investigation is required, and will notify the employee(s) being investigated at that time. After each subsequent thirty (30) day period, the employee, upon request, will receive a status update of the investigation. At the conclusion of any investigation where the Employer elects not to take disciplinary action on the employee being investigated, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed on them. 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, reductions in accrued annual leave, suspensions, demotions and discharges. Employees seeking representation are responsible for contacting their representative.

- 28.8** Prior to imposing discipline other than reprimands, the Employer will inform the employee in writing of the reasons for contemplating discipline and provide 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.
- 28.9** 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.
- 28.10** 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.

## **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 their position. The Employer will make two (2) attempts to contact the employee to determine the cause of the absence, which may include contacting local law enforcement and requesting a welfare check. Except for employees scheduled for overnight shifts, the Employer will attempt to contact the employee once during the first part of the employee's regular shift and once during the latter part of the employee's regular shift. 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 their position, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. 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 ten (10) 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 ten (10) 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. Transmittal of grievances, appeals, and responses will be by email.

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.

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 this Agreement violated;
5. The specific remedy requested;
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 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 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. The Employer will work with the Union to schedule meetings during the grievant's normal work schedule. However, if the meeting cannot be accommodated during the grievant's normal work schedule, the grievant will not be paid for informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time. The Employer may allow a shop steward to flex their schedule in order to attend grievance meetings.

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 step as set forth in Subsection 30.2 B.
- 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. Any expenses and fees of alternative methods will be shared equally by the parties.

### **30.2 Filing and Processing**

- A. Filing  
A grievance must be filed within thirty (30) calendar days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence, whichever is later. For discipline, disability separation, and layoff grievances, the date the grievant could have reasonably known is the date of notice. This thirty (30) day period will be used to attempt to informally resolve the dispute.
- B. Processing  
**Step 1 – Appointing Authority or Designee:**
- If the issue is not resolved informally, the Union may present a written grievance to the Human Resources Office, within the thirty (30) calendar day period described in Subsection 30.2A.
  - The Appointing Authority or designee will meet (in-person, telephone, or web-conferencing) with a Union representative and the grievant within fifteen (15) calendar days of receipt of the grievance, unless otherwise extended by mutual agreement of the Employer and the Union, confirmed by email.
  - The Appointing Authority or designee will respond to the grievance in writing to the Union within fifteen (15) calendar days after the meeting, unless otherwise extended by mutual agreement of the Employer and the Union, confirmed by email.

**Step 2 – Agency Head 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 Agency Head, with a copy to the Human Resources Office, within fifteen (15) calendar days of the Union's receipt of the Step 1 decision.
- The Agency Head or designee will meet (in-person, telephone, or web-conferencing) with a Union representative and the grievant within fifteen (15) calendar days of receipt of the appeal, unless otherwise extended by mutual agreement of the Employer and the Union, confirmed by email.
- The Agency Head or designee will respond in writing to the Union within fifteen (15) calendar days after the meeting, unless otherwise extended by mutual agreement of the Employer and the Union, confirmed by email.

**Step 3 - Pre-Arbitration Review Meetings (PARM):** If the grievance is not resolved at Step 2, the Union may file a request for a PARM (with a copy of the grievance and all responses attached). It will be filed with the OFM State Human Resources Labor Relations Section (OFM/SHR/LRS) at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the agency's Human Resources Office within fifteen (15) calendar days of receipt of the Step 2 decision. Within fifteen (15) calendar days of the receipt of the request, the LRS will schedule a PARM (in-person, telephone, or web-conferencing) that will take place within sixty (60) calendar days of receipt of the request, with the LRS designee, the agency's Human Resources Office representative, and the Union's representative to review and attempt to settle the dispute.

**Step 4: Arbitration**

If the matter is not resolved at the PARM, within thirty (30) calendar days of the PARM, 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 their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
  - c. Not make any 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; and
  - e. Not have the authority to order the Employer to modify their staffing levels or to direct staff to work overtime.
- 2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, 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 (1) 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 they appear during their 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. Grievants and their witnesses will not be paid for preparation for arbitration hearings but may use leave for such activities.

**30.3 Successor Clause**

Grievances filed during the term of the 2019-2021 Agreement will be processed to completion in accordance with the provisions of the 2019-2021 Agreement.

**ARTICLE 31  
LEGAL DEFENSE**

**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 [.070](#).

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

- 32.1** There will be one (1) official secure 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. Additional employee files may include attendance files, payroll files and medical files.
- 32.2** An employee may examine their own personnel file, supervisory file, attendance file, payroll file, and medical file. The Employer will provide access as soon as possible, but no later than, fourteen (14) calendar days of a request. 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 they consider objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. Review of these files will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review these files.
- 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 their work performance placed in their 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 all of the employee's files, except files kept by WSP Office of Professional Standards (OPS). 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 (supervisory 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, Section 26.2.

**32.7 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;
2. There has been no subsequent discipline; and
3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, reductions in accrued annual leave, 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;
2. There has been no subsequent discipline; and
3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal.

C. Performance Development Plan – Evaluations and Expectations will be removed from an employee's personnel file after five (5) years if:

1. Circumstances do not warrant a longer retention period;
2. There have been no documented performance deficiencies in a subsequent performance evaluation; and
3. The employee submits a written request for its removal.

- D. If the Employer determines that a record will not be removed under subsections A, B and C, above, it will provide the employee with written response indicating that the record remains in the personnel file. The notice will include specific reasons for retaining the record.
- E. 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 33**

#### **FITNESS FOR DUTY/REASONABLE ACCOMMODATION/ DISABILITY SEPARATION**

- 33.1** The Employer will follow state and federal laws and the Washington Administrative Code (WAC) 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.
- 33.2** An employee who believes that they require a reasonable accommodation to perform the essential functions of their position may request such an accommodation from the agency's Human Resources Department as well as contact their Union steward for assistance regarding such a request.
- 33.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations. The Employer will conduct a diligent review and search for possible accommodations within the agency. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.
- 33.4** The Employer will attempt to reasonably accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.
- 33.5 Safety Accommodations**
  - A. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking (victim). An employee may be required to show verification of the need for a safety accommodation by providing to the Human Resources Department a police report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, but it shall retain its confidential or privileged nature of communication

pursuant to state law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

- B. A reasonable safety accommodation may include, but is not limited to:
  - 1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.
  - 2. Leave pursuant to [Article 13](#) and [Article 18](#) may be considered a reasonable safety accommodation.
- C. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

### **33.6 Pregnancy Accommodations**

- A. For purposes of this Section, “pregnancy” includes the employee’s pregnancy and pregnancy-related health conditions.
- B. A pregnant employee may request a reasonable accommodation, which may include any of the following:
  - 1. Providing more frequent, longer, or flexible restroom breaks;
  - 2. Modifying a no food or drink policy;
  - 3. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee’s workstation;
  - 4. Providing seating or allowing the employee to sit more frequently if their job requires them to stand;
  - 5. Providing for a temporary transfer to a less strenuous or less hazardous position;
  - 6. Providing assistance with manual labor and limits on lifting;
  - 7. Scheduling flexibility for prenatal visits; and
  - 8. Any further pregnancy accommodation an employee may request, and to which an Employer must give reasonable consideration in

consultation with information provided on pregnancy accommodation by the Department of Labor and Industries or the attending health care provider of the employee.

- C. The Employer may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. The Employer may not claim undue hardship for the accommodations listed above in Subsections 33.6 B.1, 2, and 4, or for limits on lifting over seventeen pounds, and the Employer may not request written certification for those same accommodation requests.
- D. The Employer will not require a pregnant employee to take leave if another reasonable accommodation can be provided.
- E. The Employer, except for the limitations in C above, can require the employee to provide written certification from their treating health care professional regarding the need for a reasonable accommodation.
- F. The Employer does not have to create a position for an employee asking for a pregnancy accommodation, or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

### **33.7 Disability Separation**

- A. An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional.
- B. The Employer may separate an employee after providing at least fourteen (14) calendar days' written notice when the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position. The Employer may immediately separate an employee that requests separation due to disability.
- C. An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request for reemployment in accordance with [WAC 357-46-090](#) through [105](#) and has met the reemployment requirements of [WAC 357-19-475](#).
- D. Disability separation is not a disciplinary action. An employee who has been separated because of a disability may grieve their disability separation in accordance with [Article 30](#), Grievance Procedure, unless the separation was at the employee's request.

## **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; or
6. Leave for Union employment in accordance with [Sections 38.12](#) and [38.13](#) of [Article 38](#), Union Activities.

Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Article 35, Section 35.7](#), Temporary Reduction of Work Hours or Layoff, 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 and recall, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or state registered domestic partner, as provided for in [RCW 41.06.133](#) (1) (m).

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 Seniority Rules for Communications Officer 3 Bargaining Unit**

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.

**34.3 Seniority Rules in Criminal Records Division- Tenprint Unit**

For shift bidding, vacations, and entitlement to overtime, seniority for Fingerprint Supervisors will be determined by seniority within the position. If there is a tie in seniority, within the unit will prevail, if there is a tie among unit seniority, then seniority within the Division will prevail. For all other purposes, such as layoffs seniority will be based on length of unbroken service.

## **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.

**35.2** 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.

**35.3 Notification to the Union**

The Employer will notify the President of the Union of pending layoffs described in Subsection 35.4 A, 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.

**35.4 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 or end of season; and/or
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

### **35.5 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 their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority 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 regardless of a break in service.

### **35.6 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.

### **35.7 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) hours 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. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date. 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 at their normal rate.

### **35.8 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.

### **35.9 Formal Options**

- A. Employees with permanent status 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 their current job classification.
  - 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current job classification.
  - 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status, or to a lower classification within their 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. Part-time employees only have options to part-time positions. Full-time employees only have options to full-time 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.
- C. For employees who transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:
  - 1. a. A funded vacant position within their current permanent job family and level at the same salary range for which the employee has the skills and abilities.

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

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions. For employees in the IT Professional Structure hired on or before June 30, 2019, the IT Assessment Form will be one of the tools used to identify available layoff options within the IT Professional Structure.

### **35.10 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.

### **35.11 Notification to Employees with Permanent Status**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.7](#), 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 35.7](#), if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee

shall be paid their salary for the days that they would have worked had full notice been given.

- C. Employees shall be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them, unless mutually agreed otherwise. 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 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 their current job classification shall retain their current salary.
- B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position  
An employee who bumps to another position with a lower salary range shall be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee 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 general wage increases 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.

### **35.13 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 the employee 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 their eligibility expires or they have been rehired.

#### **35.14 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, at the same or lower salary range, regardless of a break in service. An employee will remain on internal layoff lists for two (2) years from the effective date of their 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 their name removed from the list.

#### **35.15 General Government Transition Pool Program**

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program. When a vacancy occurs within an agency, the Employer will consider employees in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

### **35.16 Project Employment**

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in [Section 35.9](#), 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 their 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.

### **35.17 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 (1) day's notice due to uncertain weather or fire conditions.
- B. Formal options will be determined using the procedure outlined in [Section 35.9](#) 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**

### **LABOR - MANAGEMENT COMMUNICATION COMMITTEE**

#### **37.1 Purpose**

The Employer and the Union support the goal of a constructive, respectful and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint labor-management communication committees, for the sharing of information and concerns.

#### **37.2 Committees**

##### Agency-wide Labor Management Communication Committee

Agency-wide committees shall consist of up to five (5) Employer representatives and up to five (5) 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 or there are no agenda items identified.

#### **37.3 Participation and Process**

- 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. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employees' non-work time will not be compensated nor 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 Labor Management Communication Committee (LMCC) meetings. Upon mutual agreement, in lieu of providing work time to travel, the Employer may provide employee representatives access to teleconferencing and/or video conferencing.
- D. Each party will provide the other with any topics for discussion five (5) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of this Agreement, changes to law, legislative updates and/or organizational change. Additional agenda items may be added with mutual agreement.
- E. If topics discussed result in follow-up by either party, communications will be provided by the responsible party.

#### **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 parties are authorized but not required, to document mutual understandings. 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 Employer will recognize any staff representative on the list. 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 and this Agreement 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 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 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 shop steward if their name does not appear on the list.
- B. 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, shop stewards 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. Labor Management Communication Committees (LMCC) and other committee meetings if such committees have been established by this Agreement.
- C. Shop stewards will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, and alternative dispute resolution meetings conducted during their normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered time worked. A shop steward may be authorized by their supervisor to adjust their work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing.
- D. The shop stewards will obtain prior approval from their 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. With prior notification to the Employer, off-duty stewards will have access to the worksite to perform representational duties as long as the worksite is open and/or operational and there are no other reasons to preclude such access. Time spent preparing for and attending meetings during the shop steward's non-work hours will not be considered as time worked. 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.
- E. If the amount of time a shop steward spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified in writing regarding the reasons why.

#### **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 or similar telephonic devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

C. Email, Fax Machines, the Internet, and Intranets

The Union and its members will not use state-owned or operated email, fax machines, the Internet, or intranets to communicate with one another. Employees may use state operated email to request Union representation. However, shop stewards may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with [Article 30](#), Grievance Procedure. 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 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 Union Informational Meetings**

Attendance at Union informational meetings is not considered time worked. Employees may request, and the Employer may approve, an alternate or flex schedule in order to attend a Union meeting, in accordance with [Article 6, Section 6.3](#) E and F. The employee's time off will not interfere with the operating needs of the agency as determined by management. The employees may use accumulated compensatory time, vacation leave, exchange time, or personal holiday in accordance with [Article 10](#), Holidays. 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.

### **38.6 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.

### **38.7 Distribution of Material**

A Union-designated employee will have access once per month to their 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 their 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.

### **38.8 Time Off for Union Activities**

- A. Union-designated employees may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, exchange time, or personal holiday in accordance with [Article 10](#), Holidays, instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation 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.

- C. The Employer may approve alternate or flex employee work schedules in order for bargaining unit employees to attend labor-management committees, Employer-established committees or meetings which the Employer has requested a Union member to attend in a Union-related role.

### **38.9 WPEA President**

- A. Leave of Absence

Upon request of the Union, the Employer will grant leave with pay for the WPEA President for the term of their office. The Union will reimburse the Employer for the “fully burdened cost of the position” the Employer incurs as a result of placing the President on leave with pay during the period of absence. The Union will reimburse the agency by the 20<sup>th</sup> of each month for the previous month.

- B. Leave Balances

The President will accrue vacation and sick leave during the period of absence; however, when the President returns to state service, their leave balances will not exceed their leave balances on the date the period of absence commenced. If the President retires or separates from state service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the agency. All leave requests will be submitted within the required time limits.

- C. Return Rights

The President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such reemployment is not in conflict with other Articles in this Agreement. If the job classification of the position in which the President has return rights to has been abolished or revised, a crosswalk to the class series will be used to identify their return rights. Any layoff as a result of the return will be processed in accordance with [Article 35](#), Layoff and Recall. The employee and the Employer may enter into a written agreement regarding return rights at any time during the leave. The period of leave will not impact the employee’s seniority date.

### **38.10 Access to New Employees**

Within ninety (90) days of a new employee’s start date, the Agency will provide the Union access to the employee’s regular worksite for no less than thirty (30) minutes during the employee’s regular work hours to present information about the Union and the Collective Bargaining Agreement. This presentation may occur during a new employee orientation provided by the Agency or at another time and location mutually agreed to by the Agency and the Union. No employee will be required to attend the meetings or presentations given by the Union. When an agency provides new employee orientation on-line, the Employer agrees to provide each new bargaining unit employee with an orientation package provided by the Union.

### **38.11 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 their 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.

#### **C. Master Agreement Training**

The Employer and the Union agree that training for managers, supervisors and shop stewards responsible for the day-to-day administration of this Agreement is important.

The Union will present the training to Union shop stewards within each bargaining unit. The training will last no longer than eight (8) hours. The training will be considered time worked for those Union shop stewards who attend the training during their scheduled work shift. Union 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 shop stewards attending each session. Travel time and expenses will not be paid by the Employer.

### **38.12 Temporary Employment with the Union**

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

### **38.13 Temporary Employment as a Union Officer**

Leave of Absence: With thirty (30) calendar days' notice, unless agreed otherwise, an employee accepting a position as a Union Officer will be granted leave without pay for up to thirty-six (36) months. As determined by the Employer, the returning employee will be employed in a funded vacant position in the same job classification and the same geographical area provided the employee has the necessary skills and abilities. If there is no funded vacant position available, the employee may request their name be placed on the agency's internal layoff list. The employee may request a different geographical area.

## **ARTICLE 39**

### **UNION DUES DEDUCTION AND STATUS REPORTS**

#### **39.1 Union Dues**

When the Union provides written notice of an employee's authorization for deduction of membership dues 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 position with a dues authorization form.

#### **39.3** The Employer agrees to deduct the membership dues or fees from the salary of employees within thirty (30) days of receipt of the written notice from the Union of an employee's authorization to the appropriate agency payroll office.

#### **39.4 Dues Cancellation**

An employee may cancel the payroll deduction of dues by written notice to the Union and in accordance with the terms and conditions of their signed membership card. Every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll after receipt of the notice from the Union that the terms of the employee's signed membership card regarding dues deduction cancellation have been met.

#### **39.5 Status Reports**

A. No later than the tenth and twenty-fifth of 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. Work county code and title;
6. Work location street (if available);
7. Work location city (if available);
8. Work phone number;
9. Work e-mail address (if available);
10. Job class code and job class title;
11. Appointment date;
12. Bargaining unit code and title;
13. Personnel sub-area code and title;
14. Employee group and work contract type;
15. Personnel number;
16. Position number;
17. Pay scale group;
18. Pay scale level;
19. Employment percent;
20. Seniority date;
21. Unbroken service date;
22. Special pay code;
23. Salary amount;
24. Effective date;
25. Action type;
26. Action type description;
27. Action reason;
28. Action reason description;
29. Deduction start date;
30. Deduction end date;
31. Deduction code;
32. Deduction amount;
33. Overtime eligibility designation; and
34. Retirement benefit plan.

- 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.

### **39.6 Other Voluntary Deductions**

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a deduction for a WPEA program fund. Written authorization must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

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

B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under [RCW 41.04.230](#).

### **39.7 Indemnification**

The Union and employees agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees. Indemnification does not include the Employer's legal costs for representation provided by the Office of the Attorney General.

## **ARTICLE 40 CLASSIFICATION**

For the purposes of this Agreement, the term "classification and/or class" is defined as a level of work within the statewide job classification system. Where there is a professional structure that includes a job family and a job level, the combination of the job family and the job level constitutes a class, and a change in job family, job level or both is a change in class.

### **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 Office of the State Human Resources Director. 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 their position have changed, or that their position is improperly classified, may request a review according to the following procedure:

- A. The employee will complete and sign the appropriate form. Once completed, the employee will send the request to the supervisor for

signature. The employee may also send a copy of the request to the agency's Human Resources Office to be date stamped.

- B. 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, they may appeal the agency decision to the Office of the State Human Resources Director within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Office of the State Human Resources Director 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 Office of the State Human Resources Director to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of the Office of the State Human Resources Director. 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 agency 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, they 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, Section 4.4 C](#).

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 and in the General Government Transition Pool Program.

#### **40.4 Salary Impact of Reallocation**

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

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

Upon appointment to the higher class, the employee's base salary will be increased 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. At the time of the reallocation, the agency head or designee may authorize an increase of the base salary up to a total of ten percent (10%).
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 their previous base salary.

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

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

#### 40.5 Information Technology Professional Structure (ITPS) Definitions

Term	Explanation
Job Family	<p>A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.</p> <p><u>IT Family includes:</u> Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.</p>
Level	<p>The measure of complexity of work performed.</p> <p><u>IT Levels include:</u> Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager</p>
Class, Classes, and Classification ( <i>where used in reference to job classification</i> )	<p>Where these terms are used in this CBA, for the purposes of the ITPS, these shall be followed by “or job family/ies and level/s.”</p>

### ARTICLE 41 COMPENSATION

#### 41.1 Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the “General Service Salary Schedule Effective July 1, 2020 through June 30, 2021” that it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same step of the State Salary Schedule that they were assigned on June 30, 2021.
- B. Effective July 1, 2021, all salary ranges and steps of the “General Service Salary Schedule” will remain status quo, using the July 1, 2020 through June 30, 2021 General Service Salary Schedule, as shown in Appendix B.
- C. Effective July 1, 2022, all salary ranges and steps of the “General Service Salary Schedule” will remain status quo, using the July 1, 2020 through June 30, 2021 General Service Salary Schedule, as shown in Appendix B.

#### 41.2 “SP” Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the “SP Range Salary Schedule – Effective July 1, 2020 through June 30, 2021” as it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be

assigned to the same step of the “SP” Range Salary Schedule that they were assigned on June 30, 2021.

- B. Effective July 1, 2021, all salary ranges and steps of the “SP” Range Salary Schedule will remain status quo, using the July 1, 2020 through June 30, 2021 “SP” Range Salary Schedule, as shown in Appendix C.
- C. Effective July 1, 2022, all salary ranges and steps of the “SP” Range Salary Schedule will remain status quo, using the July 1, 2020 through June 30, 2021 “SP” Range Salary Schedule, as shown in Appendix C.

#### **41.3 “ITPS” Pay Range Assignments**

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the “Information Technology Professional Structure (ITPS) Range Salary Schedule – Effective July 1, 2020 through June 30, 2021” as it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same step of the “ITPS” Range Salary Schedule that they were assigned on June 30, 2021.
- B. Effective July 1, 2021, all salary ranges and steps of the “ITPS” Range Salary Schedule will remain status quo, using the July 1, 2020 through June 30, 2021 ITPS Range Salary Schedule, as shown in Appendix G.
- C. Effective July 1, 2022, all salary ranges and steps of the “ITPS” Range Salary Schedule will remain status quo, using the July 1, 2020 through June 30, 2021 “ITPS” Range Salary Schedule, as shown in Appendix G.

#### **41.4 “V” Pay Range Assignments**

- A. Bargaining Units at the Center for Deaf and Hard of Hearing Youth (CDHY) and Washington State School for the Blind (WSSB) will receive any salary adjustments made to the professional salary schedule in accordance with [RCW 72.40.028](#).
- B. Substitute teacher pay rates will be the same rate as the Vancouver School District.

Certificated staff may have their salary paid over a twelve (12) month period. Staff hired after the first scheduled day of school will receive a prorated salary, based on number of working days.

#### **41.5 Minimum Wages Determined by Local Ordinances**

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee’s base salary plus the King County premium pay (if applicable). If, after this consideration, the employee’s salary is

still below the local ordinance minimum wage, the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.

**41.6 Pay for Performing the Duties of a Higher Classification**

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

**41.7 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.

**41.8 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. Except for Department of Natural Resources (DNR), 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.
- G. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to Step M to address issues related to recruitment, retention or other business-related reasons.

#### **41.9 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.

#### **41.10 Salary Assignment upon Promotion**

- A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of that salary range.
- B. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- C. Geographic Adjustments  
The Appointing Authority may authorize more than the step increases specified in Subsections 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.

#### **41.11 Demotion**

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

#### **41.12 Transfer**

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

#### **41.13 Reassignment**

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

#### **41.14 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.

#### **41.15 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, [41.10](#), above.

#### **41.16 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.

#### **41.17 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 workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

**41.18 Shift Premium**

- A. For purposes of this Section, the following definitions apply:
  1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
  2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-time employees who are regularly scheduled day shift employees whose 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.
- C. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-time employees under the following circumstances:
  1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
  2. A regularly scheduled day shift employee who 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.
- D. 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., as defined in Subsection 41.18 B above.
  2. For assigned full evening or night shifts, as defined in Subsection 41.18 C above.
- E. 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 41.18 C.1 were applied.
- F. 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 (1½) times the regular rate and the shift premium combined.
- G. 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.

#### **41.19 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 41.18 B](#). The provisions of [Subsections 41.18 D, E and F](#) will apply to employees working split shifts.

#### **41.20 Standby**

- A. An employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and

the home is on the same state property where the employee works, the home is not considered a work site.

2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. Employees reporting to work while in standby status are not entitled to callback compensation as provided in [Section 41.17](#).
- 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. Overtime eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- F. Overtime exempt employees will be compensated twenty-five dollars (\$25.00) for each day or portion thereof spent on standby status. A day is defined as a twenty-four (24) period beginning on the first hour an employee is assigned standby status.
- G. Employees dispatched to emergency fire duty as defined by [RCW 38.52.010](#) are not eligible for standby pay.

#### **41.21 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 their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs 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.

#### **41.22 Salary Overpayment Recovery**

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

1. The amount of overpayment to be repaid;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:
  - a. Voluntary wage deduction;
  - b. Cash; or
  - 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 (1) of the three (3) 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. Concurrent with the Union filing a grievance, the Employer, upon written request from the Union, will suspend the recovery of the overpayment until such time a determination regarding the overpayment issue has been reached through the grievance process.

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

#### **41.23 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 are identified in Appendix D.

**41.24 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.

**41.25 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.

**41.26 Medical/Dental Expense Account**

The Employer agrees to allow insurance eligible employees, covered by this 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.

**41.27 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 2021-2023 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

**41.28 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, callback, 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 (1½) 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 wildfire 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 Closed Satellite Camp:

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

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are: a hot catered meal (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.

C. [Article 20](#), “Wildfire Suppression and Other Emergency Duty,” sets forth additional provisions pertaining to fire duty.

**41.29 King County Premium Pay**

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

## **ARTICLE 42 HEALTH CARE**

**42.1 A.** For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board

(PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
  - 1. In ways to support value-based benefits designs; and
  - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

- 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
  - 2. Use clinical evidence; and
  - 3. Be the decision of the PEB Board.
- C. Section 42.1 (B) will expire June 30, 2023.

- 42.2** A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

#### **42.3 Wellness**

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one-hundred twenty-five dollars (\$125) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

**42.5 Medical Flexible Spending Arrangement**

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020\(3\)](#), who meets criteria in Subsection 42.5B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
  - 1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  - 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  - 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two-thousand eighty-eight (2088).
  - 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to

access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.

### **ARTICLE 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 DEAF AND HARD OF HEARING YOUTH (CDHY) 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, winter and spring vacations and potential make-up days. The make-up days and sequence for use for inclement

weather or emergency closure will be provided in the calendar. 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. In emergency situations, bargaining will commence as soon as possible. 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:

- A. The beginning date of school changes by more than four (4) days;
- B. Any change in normal holiday times or days; or
- C. 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.

**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** In accordance with Article 6, Section 6.9 D and with the supervisor's prior approval, employees in the bargaining units at the CDHY and the WSSB will earn exchange time after a forty (40) hour work week for:

- A. Meetings outside the regular workday; and
- B. Activities or events outside the regular workday.

**45.5** The previous year's exchange time will 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:

- A. Student safety;
- B. Substitute availability; and
- C. Teacher absenteeism in the program.

- 45.7** All teachers are paid based on a forty (40) hour workweek. CDHY and WSSB on-campus teachers will be required to work on-site for no more than thirty-eight and one-half (38½) 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 (4½) hours each week for prep time during the assigned instructional time periods. Prep time may include lesson planning, reviewing student work, team/collaborative planning and performing other activities essential to teaching. No assigned work, including meetings and trainings, will routinely be scheduled during this 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.
- 45.10** Teachers at the CDHY and the WSSB will be provided four (4) In-Service days each fiscal year during the life of this Agreement. The In-Service days will be scheduled outside the school year and will not be considered as direct service days. The In-Service days may be used for school year preparation, departmental meetings, or training as approved by the Employer. The rate of pay for the In-Service days will be set by the Vancouver School District in accordance with [Section 41.3](#).
- 45.11 Non-operational Worksites/Inability to Report to Work.**
- A. If the Employer determines that the school is partially non-operational for reasons including, but not limited to, inclement weather, natural disasters and health or safety threats: the Employer may release some or all employees (as determined by the Agency Head or designee) with no loss of pay during any disruption of services; or the Employer may reassign employees to locations within a reasonable driving distance from the non-operational school facilities during any disruption of services.
  - B. Employees who work their normal hours during the disruption will not receive additional compensation.
  - C. If the school 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 may utilize leave as follows:
    - 1.
      - a. Any previously accumulated exchange time;
      - b. Up to five (5) days of accrued sick leave per school year;
      - c. A personal holiday; or
      - d. A personal leave day;

(a through d may be in any order); and then if exhausted, the following Section 45.11 C.2.

2. Leave without pay (if Subsection 45.C.1 leave is exhausted).
  3. If an employee has exhausted their five (5) days of sick leave under Section 45.11 C.1.b, the Employer may, on a case-by-case basis, permit the employee to use additional accrued sick leave.
- D. An employee who was unable to report to work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster and is on leave in accordance with Section 45.11 C of this Article, will be compensated for the balance of their work shift remaining after the determination that the school facility is non-operational, and the employee will not be charged leave for that time. An employee who is on approved leave for reasons other than severe inclement weather, conditions caused by severe inclement weather or a natural disaster will not have their leave restored.
- E. 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 45.11 C of this Article will apply to any additional late time.

## **ARTICLE 46**

### **STRIKES**

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

## **ARTICLE 47**

### **ENTIRE AGREEMENT**

- 47.1** This Agreement constitutes the entire agreement and any past practice or agreement between the parties, 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 this 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. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

## **ARTICLE 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 this 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. Negotiations will begin within (30) calendar days.

## **ARTICLE 49**

### **MANDATORY SUBJECTS**

- 49.1** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject not covered under this Agreement. The Employer will notify the Union in writing at [mandatorysubjects@wpea.org](mailto:mandatorysubjects@wpea.org) of these changes, and the Union may request discussions about and/or negotiations on these changes. The Union will notify the OFM State Human Resources Labor Relations Section (OFM/SHR/LRS) at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov), with a copy to the Employer, of any demands to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. There may be mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

**49.2 Negotiations**

- A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible.
- B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least four (4) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

**49.3 Release Time**

- A. The Employer will approve paid release time for up to two (2) employee representatives who are scheduled to work during the time negotiations are

being conducted, provided the absence of the employee will not interfere with the operating needs of the agency. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the agency.

- B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.
- C. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.
- D. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the agency for business purposes.

## **ARTICLE 50**

### **EMPLOYEE ASSISTANCE PROGRAM**

**50.1** The Employee Assistance Program (EAP) within the Department of Enterprise Services (DES) is responsible for the EAP established in accordance with [RCW 41.04.700](#) through [730](#). Individual employees' participation in the EAP and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence; except that the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:

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

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

## **ARTICLE 51**

### **PRINTING OF AGREEMENT**

Each party shall be responsible for the printing and distribution of this Collective Bargaining Agreement (CBA) to their respective constituents as determined by each party for their own constituents. Neither party is obligated to print the CBA for their constituents. The Employer will post this CBA on the appropriate websites and will provide a copy to the Union in electronic format.

## **ARTICLE 52**

### **DURATION**

- 52.1** All provisions of this Agreement will become effective July 1, 2021 and will remain in full force and effect through June 30, 2023.
- 52.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2022, and no later than February 28, 2022. Negotiations will begin at a time agreed upon by the parties.
- 52.3** The authority to negotiate supplemental agreements or Memoranda of Understanding (MOUs) rests within the OFM State Human Resources Labor Relations Section (OFM/SHR/LRS). In the event the OFM/SHR/LRS delegates the authority to negotiate supplemental agreements or MOUs to an agency during the term of this Agreement, the following will apply:
- A. All supplemental agreements or MOUs will be considered tentative agreements until approved by the OFM/SHR/LRS; and
  - B. No supplemental agreements or MOUs may be entered into which conflict with this Agreement without the approval of the OFM/SHR/LRS.

## **APPENDIX A LAYOFF UNITS**

### **1. Department of Agriculture**

Each of the following constitutes a layoff unit.

- A. Food Safety Program  
The Food Safety Program will constitute a separate layoff unit.
- B. Eastern Washington Pesticide Management  
Eastern Washington Pesticide Management will constitute a separate layoff unit.
- C. Chemical & Hop Laboratory  
The Chemical & Hop Laboratory will constitute a single layoff unit.
- D. Microbiology Laboratory  
The Microbiology Laboratory will constitute a separate layoff unit.

If no option is available within the layoff unit, the unit expands to the agency statewide.

### **2. Department of Licensing**

The Dealer Investigator Bargaining Unit within the Department of Licensing is separated into three (3) units:

#### Northwest Layoff Unit

Dealer Services Investigator Bargaining Unit staff in King County and counties to the North.

#### Southwest Layoff Unit

Dealer Services Investigator Bargaining Unit staff in Pierce County and counties to the South.

#### Eastern Layoff Unit

Dealer Services Investigator Bargaining Unit staff in Eastern Washington counties.

If no option is available within the layoff unit, the unit expands to the agency statewide.

### **3. Department of Natural Resources**

A. For all employees except seasonal career and project the layoff unit is:

- 1. The region if the position is located in a region; or

2. The Natural Resource Building (NRB) if the position is located in the NRB.

If no option is available within the layoff unit, the unit expands to the agency statewide.

B. For seasonal career employees, the layoff unit is:

1. The district if the position is located in a district; or
2. The region excluding district positions, if the position is located within the region but does not report to a district; or
3. The NRB if the position is located in the NRB.

#### 4. **Department of Revenue**

Layoff units will be by order as follows:

A. Geographic Regions

The geographic region in which the employee's permanent workstation is located shall be considered the layoff unit. Geographic regions are as follows:

1. Capitol Region  
Thurston County.
2. Puget Sound Region  
King, Kitsap, Pierce, and Whatcom counties.
3. Southwest/Peninsula Region  
Clallam, Clark and Grays Harbor counties.
4. Eastern Washington Region  
Benton, Chelan, Spokane, and Yakima counties.
5. Out-of-State Region  
Out-of-State auditors residing out of state.

B. Statewide

If no option is available within the geographic region layoff unit, the department statewide shall be considered the layoff unit.

#### 5. **Liquor & Cannabis Board**

The layoff unit shall first be within a forty (40) mile radius of an employee's duty station. If no options are available the agency statewide shall be considered the layoff unit.

**6. Military Department**

The agency is designated as the single layoff unit.

**7. School for the Blind**

Layoff units for the agency will be as follows:

- A. On-Campus Layoff Unit
- B. Outreach Layoff Unit
- C. If no option is available within the layoff units above, the agency statewide shall be considered the layoff unit.

**8. Washington State Center for Deaf and Hard of Hearing Youth**

Layoff units for the agency will be as follows:

- A. On-Campus Layoff Unit
- B. Outreach Layoff Unit
- C. If no option is available within the layoff units above, the agency statewide shall be considered the layoff unit.

**9. Washington State Patrol**

The layoff unit shall first be district wide in which the position is located, and if no options are available, then to the agency statewide.

**APPENDIX B**  
**General Service Salary Schedule**  
**Effective July 1, 2021 through June 30, 2023**

<b>SALARY RANGE</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>	<b>STEP I</b>	<b>STEP J</b>	<b>STEP K</b>	<b>STEP L</b>	<b>STEP M*</b>
30	Annual	30108	30624	31344	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528
	Monthly	2509	2552	2612	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294
	Hourly	14.42	14.67	15.01	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93
	Standby	1.01	1.03	1.05	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33
31	Annual	30624	31344	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440
	Monthly	2552	2612	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370
	Hourly	14.67	15.01	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37
	Standby	1.03	1.05	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36
32	Annual	31344	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352
	Monthly	2612	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446
	Hourly	15.01	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80
	Standby	1.05	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39
33	Annual	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420
	Monthly	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535
	Hourly	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32
	Standby	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42
34	Annual	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392
	Monthly	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616
	Hourly	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78
	Standby	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45
35	Annual	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412
	Monthly	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701
	Hourly	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27
	Standby	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49
36	Annual	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412	45504
	Monthly	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701	3792
	Hourly	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79
	Standby	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53
37	Annual	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412	45504	46644
	Monthly	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701	3792	3887
	Hourly	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34
	Standby	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56

Standby rate is equal to 7% of the hourly rate

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

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
30	Annual	31092	31620	32364	33168	33924	34680	35484	36288	37152	38004	38952	39852	40812
	Monthly	2591	2635	2697	2764	2827	2890	2957	3024	3096	3167	3246	3321	3401
	Hourly	14.89	15.14	15.50	15.89	16.25	16.61	16.99	17.38	17.79	18.20	18.66	19.09	19.55
	Standby	1.04	1.06	1.09	1.11	1.14	1.16	1.19	1.22	1.25	1.27	1.31	1.34	1.37
31	Annual	31620	32364	33168	33924	34680	35484	36288	37152	38004	38952	39852	40812	41760
	Monthly	2635	2697	2764	2827	2890	2957	3024	3096	3167	3246	3321	3401	3480
	Hourly	15.14	15.50	15.89	16.25	16.61	16.99	17.38	17.79	18.20	18.66	19.09	19.55	20.00
	Standby	1.06	1.09	1.11	1.14	1.16	1.19	1.22	1.25	1.27	1.31	1.34	1.37	1.40
32	Annual	32364	33168	33924	34680	35484	36288	37152	38004	38952	39852	40812	41760	42696
	Monthly	2697	2764	2827	2890	2957	3024	3096	3167	3246	3321	3401	3480	3558
	Hourly	15.50	15.89	16.25	16.61	16.99	17.38	17.79	18.20	18.66	19.09	19.55	20.00	20.45
	Standby	1.09	1.11	1.14	1.16	1.19	1.22	1.25	1.27	1.31	1.34	1.37	1.40	1.43
33	Annual	33168	33924	34680	35484	36288	37152	38004	38952	39852	40812	41760	42696	43800
	Monthly	2764	2827	2890	2957	3024	3096	3167	3246	3321	3401	3480	3558	3650
	Hourly	15.89	16.25	16.61	16.99	17.38	17.79	18.20	18.66	19.09	19.55	20.00	20.45	20.98
	Standby	1.11	1.14	1.16	1.19	1.22	1.25	1.27	1.31	1.34	1.37	1.40	1.43	1.47
34	Annual	33924	34680	35484	36288	37152	38004	38952	39852	40812	41760	42696	43800	44808
	Monthly	2827	2890	2957	3024	3096	3167	3246	3321	3401	3480	3558	3650	3734
	Hourly	16.25	16.61	16.99	17.38	17.79	18.20	18.66	19.09	19.55	20.00	20.45	20.98	21.46
	Standby	1.14	1.16	1.19	1.22	1.25	1.27	1.31	1.34	1.37	1.40	1.43	1.47	1.50
35	Annual	34680	35484	36288	37152	38004	38952	39852	40812	41760	42696	43800	44808	45852
	Monthly	2890	2957	3024	3096	3167	3246	3321	3401	3480	3558	3650	3734	3821
	Hourly	16.61	16.99	17.38	17.79	18.20	18.66	19.09	19.55	20.00	20.45	20.98	21.46	21.96
	Standby	1.16	1.19	1.22	1.25	1.27	1.31	1.34	1.37	1.40	1.43	1.47	1.50	1.54
36	Annual	35484	36288	37152	38004	38952	39852	40812	41760	42696	43800	44808	45852	46980
	Monthly	2957	3024	3096	3167	3246	3321	3401	3480	3558	3650	3734	3821	3915
	Hourly	16.99	17.38	17.79	18.20	18.66	19.09	19.55	20.00	20.45	20.98	21.46	21.96	22.50
	Standby	1.19	1.22	1.25	1.27	1.31	1.34	1.37	1.40	1.43	1.47	1.50	1.54	1.58
37	Annual	36288	37152	38004	38952	39852	40812	41760	42696	43800	44808	45852	46980	48156
	Monthly	3024	3096	3167	3246	3321	3401	3480	3558	3650	3734	3821	3915	4013
	Hourly	17.38	17.79	18.20	18.66	19.09	19.55	20.00	20.45	20.98	21.46	21.96	22.50	23.06
	Standby	1.22	1.25	1.27	1.31	1.34	1.37	1.40	1.43	1.47	1.50	1.54	1.58	1.61
38	Annual	37152	38004	38952	39852	40812	41760	42696	43800	44808	45852	46980	48156	49404
	Monthly	3096	3167	3246	3321	3401	3480	3558	3650	3734	3821	3915	4013	4117
	Hourly	17.79	18.20	18.66	19.09	19.55	20.00	20.45	20.98	21.46	21.96	22.50	23.06	23.66
	Standby	1.25	1.27	1.31	1.34	1.37	1.40	1.43	1.47	1.50	1.54	1.58	1.61	1.66

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
39	Annual	38004	38952	39852	40812	41760	42696	43800	44808	45852	46980	48156	49404	50592
	Monthly	3167	3246	3321	3401	3480	3558	3650	3734	3821	3915	4013	4117	4216
	Hourly	18.20	18.66	19.09	19.55	20.00	20.45	20.98	21.46	21.96	22.50	23.06	23.66	24.23
	Standby	1.27	1.31	1.34	1.37	1.40	1.43	1.47	1.50	1.54	1.58	1.61	1.66	1.70
40	Annual	38952	39852	40812	41760	42696	43800	44808	45852	46980	48156	49404	50592	51888
	Monthly	3246	3321	3401	3480	3558	3650	3734	3821	3915	4013	4117	4216	4324
	Hourly	18.66	19.09	19.55	20.00	20.45	20.98	21.46	21.96	22.50	23.06	23.66	24.23	24.85
	Standby	1.31	1.34	1.37	1.40	1.43	1.47	1.50	1.54	1.58	1.61	1.66	1.70	1.74
41	Annual	39852	40812	41760	42696	43800	44808	45852	46980	48156	49404	50592	51888	53100
	Monthly	3321	3401	3480	3558	3650	3734	3821	3915	4013	4117	4216	4324	4425
	Hourly	19.09	19.55	20.00	20.45	20.98	21.46	21.96	22.50	23.06	23.66	24.23	24.85	25.43
	Standby	1.34	1.37	1.40	1.43	1.47	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78
42	Annual	40812	41760	42696	43800	44808	45852	46980	48156	49404	50592	51888	53100	54492
	Monthly	3401	3480	3558	3650	3734	3821	3915	4013	4117	4216	4324	4425	4541
	Hourly	19.55	20.00	20.45	20.98	21.46	21.96	22.50	23.06	23.66	24.23	24.85	25.43	26.10
	Standby	1.37	1.40	1.43	1.47	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83
43	Annual	41760	42696	43800	44808	45852	46980	48156	49404	50592	51888	53100	54492	55872
	Monthly	3480	3558	3650	3734	3821	3915	4013	4117	4216	4324	4425	4541	4656
	Hourly	20.00	20.45	20.98	21.46	21.96	22.50	23.06	23.66	24.23	24.85	25.43	26.10	26.76
	Standby	1.40	1.43	1.47	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87
44	Annual	42696	43800	44808	45852	46980	48156	49404	50592	51888	53100	54492	55872	57324
	Monthly	3558	3650	3734	3821	3915	4013	4117	4216	4324	4425	4541	4656	4777
	Hourly	20.45	20.98	21.46	21.96	22.50	23.06	23.66	24.23	24.85	25.43	26.10	26.76	27.45
	Standby	1.43	1.47	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92
45	Annual	43800	44808	45852	46980	48156	49404	50592	51888	53100	54492	55872	57324	58704
	Monthly	3650	3734	3821	3915	4013	4117	4216	4324	4425	4541	4656	4777	4892
	Hourly	20.98	21.46	21.96	22.50	23.06	23.66	24.23	24.85	25.43	26.10	26.76	27.45	28.11
	Standby	1.47	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97
46	Annual	44808	45852	46980	48156	49404	50592	51888	53100	54492	55872	57324	58704	60156
	Monthly	3734	3821	3915	4013	4117	4216	4324	4425	4541	4656	4777	4892	5013
	Hourly	21.46	21.96	22.50	23.06	23.66	24.23	24.85	25.43	26.10	26.76	27.45	28.11	28.81
	Standby	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02
47	Annual	45852	46980	48156	49404	50592	51888	53100	54492	55872	57324	58704	60156	61632
	Monthly	3821	3915	4013	4117	4216	4324	4425	4541	4656	4777	4892	5013	5136
	Hourly	21.96	22.50	23.06	23.66	24.23	24.85	25.43	26.10	26.76	27.45	28.11	28.81	29.52
	Standby	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
48	Annual	46980	48156	49404	50592	51888	53100	54492	55872	57324	58704	60156	61632	63216
	Monthly	3915	4013	4117	4216	4324	4425	4541	4656	4777	4892	5013	5136	5268
	Hourly	22.50	23.06	23.66	24.23	24.85	25.43	26.10	26.76	27.45	28.11	28.81	29.52	30.28
	Standby	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12
49	Annual	48156	49404	50592	51888	53100	54492	55872	57324	58704	60156	61632	63216	64788
	Monthly	4013	4117	4216	4324	4425	4541	4656	4777	4892	5013	5136	5268	5399
	Hourly	23.06	23.66	24.23	24.85	25.43	26.10	26.76	27.45	28.11	28.81	29.52	30.28	31.03
	Standby	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17
50	Annual	49404	50592	51888	53100	54492	55872	57324	58704	60156	61632	63216	64788	66420
	Monthly	4117	4216	4324	4425	4541	4656	4777	4892	5013	5136	5268	5399	5535
	Hourly	23.66	24.23	24.85	25.43	26.10	26.76	27.45	28.11	28.81	29.52	30.28	31.03	31.81
	Standby	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23
51	Annual	50592	51888	53100	54492	55872	57324	58704	60156	61632	63216	64788	66420	68076
	Monthly	4216	4324	4425	4541	4656	4777	4892	5013	5136	5268	5399	5535	5673
	Hourly	24.23	24.85	25.43	26.10	26.76	27.45	28.11	28.81	29.52	30.28	31.03	31.81	32.60
	Standby	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28
52	Annual	51888	53100	54492	55872	57324	58704	60156	61632	63216	64788	66420	68076	69756
	Monthly	4324	4425	4541	4656	4777	4892	5013	5136	5268	5399	5535	5673	5813
	Hourly	24.85	25.43	26.10	26.76	27.45	28.11	28.81	29.52	30.28	31.03	31.81	32.60	33.41
	Standby	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34
53	Annual	53100	54492	55872	57324	58704	60156	61632	63216	64788	66420	68076	69756	71520
	Monthly	4425	4541	4656	4777	4892	5013	5136	5268	5399	5535	5673	5813	5960
	Hourly	25.43	26.10	26.76	27.45	28.11	28.81	29.52	30.28	31.03	31.81	32.60	33.41	34.25
	Standby	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40
54	Annual	54492	55872	57324	58704	60156	61632	63216	64788	66420	68076	69756	71520	73260
	Monthly	4541	4656	4777	4892	5013	5136	5268	5399	5535	5673	5813	5960	6105
	Hourly	26.10	26.76	27.45	28.11	28.81	29.52	30.28	31.03	31.81	32.60	33.41	34.25	35.09
	Standby	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46
55	Annual	55872	57324	58704	60156	61632	63216	64788	66420	68076	69756	71520	73260	75120
	Monthly	4656	4777	4892	5013	5136	5268	5399	5535	5673	5813	5960	6105	6260
	Hourly	26.76	27.45	28.11	28.81	29.52	30.28	31.03	31.81	32.60	33.41	34.25	35.09	35.98
	Standby	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52
56	Annual	57324	58704	60156	61632	63216	64788	66420	68076	69756	71520	73260	75120	77028
	Monthly	4777	4892	5013	5136	5268	5399	5535	5673	5813	5960	6105	6260	6419
	Hourly	27.45	28.11	28.81	29.52	30.28	31.03	31.81	32.60	33.41	34.25	35.09	35.98	36.89
	Standby	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
57	Annual	58704	60156	61632	63216	64788	66420	68076	69756	71520	73260	75120	77028	78900
	Monthly	4892	5013	5136	5268	5399	5535	5673	5813	5960	6105	6260	6419	6575
	Hourly	28.11	28.81	29.52	30.28	31.03	31.81	32.60	33.41	34.25	35.09	35.98	36.89	37.79
	Standby	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65
58	Annual	60156	61632	63216	64788	66420	68076	69756	71520	73260	75120	77028	78900	80952
	Monthly	5013	5136	5268	5399	5535	5673	5813	5960	6105	6260	6419	6575	6746
	Hourly	28.81	29.52	30.28	31.03	31.81	32.60	33.41	34.25	35.09	35.98	36.89	37.79	38.77
	Standby	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71
59	Annual	61632	63216	64788	66420	68076	69756	71520	73260	75120	77028	78900	80952	82896
	Monthly	5136	5268	5399	5535	5673	5813	5960	6105	6260	6419	6575	6746	6908
	Hourly	29.52	30.28	31.03	31.81	32.60	33.41	34.25	35.09	35.98	36.89	37.79	38.77	39.70
	Standby	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78
60	Annual	63216	64788	66420	68076	69756	71520	73260	75120	77028	78900	80952	82896	85020
	Monthly	5268	5399	5535	5673	5813	5960	6105	6260	6419	6575	6746	6908	7085
	Hourly	30.28	31.03	31.81	32.60	33.41	34.25	35.09	35.98	36.89	37.79	38.77	39.70	40.72
	Standby	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85
61	Annual	64788	66420	68076	69756	71520	73260	75120	77028	78900	80952	82896	85020	87144
	Monthly	5399	5535	5673	5813	5960	6105	6260	6419	6575	6746	6908	7085	7262
	Hourly	31.03	31.81	32.60	33.41	34.25	35.09	35.98	36.89	37.79	38.77	39.70	40.72	41.74
	Standby	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92
62	Annual	66420	68076	69756	71520	73260	75120	77028	78900	80952	82896	85020	87144	89292
	Monthly	5535	5673	5813	5960	6105	6260	6419	6575	6746	6908	7085	7262	7441
	Hourly	31.81	32.60	33.41	34.25	35.09	35.98	36.89	37.79	38.77	39.70	40.72	41.74	42.76
	Standby	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99
63	Annual	68076	69756	71520	73260	75120	77028	78900	80952	82896	85020	87144	89292	91524
	Monthly	5673	5813	5960	6105	6260	6419	6575	6746	6908	7085	7262	7441	7627
	Hourly	32.60	33.41	34.25	35.09	35.98	36.89	37.79	38.77	39.70	40.72	41.74	42.76	43.83
	Standby	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07
64	Annual	69756	71520	73260	75120	77028	78900	80952	82896	85020	87144	89292	91524	93840
	Monthly	5813	5960	6105	6260	6419	6575	6746	6908	7085	7262	7441	7627	7820
	Hourly	33.41	34.25	35.09	35.98	36.89	37.79	38.77	39.70	40.72	41.74	42.76	43.83	44.94
	Standby	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15
65	Annual	71520	73260	75120	77028	78900	80952	82896	85020	87144	89292	91524	93840	96156
	Monthly	5960	6105	6260	6419	6575	6746	6908	7085	7262	7441	7627	7820	8013
	Hourly	34.25	35.09	35.98	36.89	37.79	38.77	39.70	40.72	41.74	42.76	43.83	44.94	46.05
	Standby	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
66	Annual	73260	75120	77028	78900	80952	82896	85020	87144	89292	91524	93840	96156	98592
	Monthly	6105	6260	6419	6575	6746	6908	7085	7262	7441	7627	7820	8013	8216
	Hourly	35.09	35.98	36.89	37.79	38.77	39.70	40.72	41.74	42.76	43.83	44.94	46.05	47.22
	Standby	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.31
67	Annual	75120	77028	78900	80952	82896	85020	87144	89292	91524	93840	96156	98592	101052
	Monthly	6260	6419	6575	6746	6908	7085	7262	7441	7627	7820	8013	8216	8421
	Hourly	35.98	36.89	37.79	38.77	39.70	40.72	41.74	42.76	43.83	44.94	46.05	47.22	48.40
	Standby	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.31	3.39
68	Annual	77028	78900	80952	82896	85020	87144	89292	91524	93840	96156	98592	101052	103572
	Monthly	6419	6575	6746	6908	7085	7262	7441	7627	7820	8013	8216	8421	8631
	Hourly	36.89	37.79	38.77	39.70	40.72	41.74	42.76	43.83	44.94	46.05	47.22	48.40	49.60
	Standby	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.31	3.39	3.47
69	Annual	78900	80952	82896	85020	87144	89292	91524	93840	96156	98592	101052	103572	106152
	Monthly	6575	6746	6908	7085	7262	7441	7627	7820	8013	8216	8421	8631	8846
	Hourly	37.79	38.77	39.70	40.72	41.74	42.76	43.83	44.94	46.05	47.22	48.40	49.60	50.84
	Standby	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.31	3.39	3.47	3.56
70	Annual	80952	82896	85020	87144	89292	91524	93840	96156	98592	101052	103572	106152	108804
	Monthly	6746	6908	7085	7262	7441	7627	7820	8013	8216	8421	8631	8846	9067
	Hourly	38.77	39.70	40.72	41.74	42.76	43.83	44.94	46.05	47.22	48.40	49.60	50.84	52.11
	Standby	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.31	3.39	3.47	3.56	3.65
71	Annual	82896	85020	87144	89292	91524	93840	96156	98592	101052	103572	106152	108804	111552
	Monthly	6908	7085	7262	7441	7627	7820	8013	8216	8421	8631	8846	9067	9296
	Hourly	39.70	40.72	41.74	42.76	43.83	44.94	46.05	47.22	48.40	49.60	50.84	52.11	53.43
	Standby	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.31	3.39	3.47	3.56	3.65	3.74
72	Annual	85020	87144	89292	91524	93840	96156	98592	101052	103572	106152	108804	111552	114360
	Monthly	7085	7262	7441	7627	7820	8013	8216	8421	8631	8846	9067	9296	9530
	Hourly	40.72	41.74	42.76	43.83	44.94	46.05	47.22	48.40	49.60	50.84	52.11	53.43	54.77
	Standby	2.85	2.92	2.99	3.07	3.15	3.22	3.31	3.39	3.47	3.56	3.65	3.74	3.83
73	Annual	87144	89292	91524	93840	96156	98592	101052	103572	106152	108804	111552	114360	117168
	Monthly	7262	7441	7627	7820	8013	8216	8421	8631	8846	9067	9296	9530	9764
	Hourly	41.74	42.76	43.83	44.94	46.05	47.22	48.40	49.60	50.84	52.11	53.43	54.77	56.11
	Standby	2.92	2.99	3.07	3.15	3.22	3.31	3.39	3.47	3.56	3.65	3.74	3.83	3.93
74	Annual	89292	91524	93840	96156	98592	101052	103572	106152	108804	111552	114360	117168	120132
	Monthly	7441	7627	7820	8013	8216	8421	8631	8846	9067	9296	9530	9764	10011
	Hourly	42.76	43.83	44.94	46.05	47.22	48.40	49.60	50.84	52.11	53.43	54.77	56.11	57.53
	Standby	2.99	3.07	3.15	3.22	3.31	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
75	Annual	91524	93840	96156	98592	101052	103572	106152	108804	111552	114360	117168	120132	123120
	Monthly	7627	7820	8013	8216	8421	8631	8846	9067	9296	9530	9764	10011	10260
	Hourly	43.83	44.94	46.05	47.22	48.40	49.60	50.84	52.11	53.43	54.77	56.11	57.53	58.97
	Standby	3.07	3.15	3.22	3.31	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13
76	Annual	93840	96156	98592	101052	103572	106152	108804	111552	114360	117168	120132	123120	126192
	Monthly	7820	8013	8216	8421	8631	8846	9067	9296	9530	9764	10011	10260	10516
	Hourly	44.94	46.05	47.22	48.40	49.60	50.84	52.11	53.43	54.77	56.11	57.53	58.97	60.44
	Standby	3.15	3.22	3.31	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23
77	Annual	96156	98592	101052	103572	106152	108804	111552	114360	117168	120132	123120	126192	129336
	Monthly	8013	8216	8421	8631	8846	9067	9296	9530	9764	10011	10260	10516	10778
	Hourly	46.05	47.22	48.40	49.60	50.84	52.11	53.43	54.77	56.11	57.53	58.97	60.44	61.94
	Standby	3.22	3.31	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34
78	Annual	98592	101052	103572	106152	108804	111552	114360	117168	120132	123120	126192	129336	132612
	Monthly	8216	8421	8631	8846	9067	9296	9530	9764	10011	10260	10516	10778	11051
	Hourly	47.22	48.40	49.60	50.84	52.11	53.43	54.77	56.11	57.53	58.97	60.44	61.94	63.51
	Standby	3.31	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.45
79	Annual	101052	103572	106152	108804	111552	114360	117168	120132	123120	126192	129336	132612	135864
	Monthly	8421	8631	8846	9067	9296	9530	9764	10011	10260	10516	10778	11051	11322
	Hourly	48.40	49.60	50.84	52.11	53.43	54.77	56.11	57.53	58.97	60.44	61.94	63.51	65.07
	Standby	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.45	4.55
80	Annual	103572	106152	108804	111552	114360	117168	120132	123120	126192	129336	132612	135864	139272
	Monthly	8631	8846	9067	9296	9530	9764	10011	10260	10516	10778	11051	11322	11606
	Hourly	49.60	50.84	52.11	53.43	54.77	56.11	57.53	58.97	60.44	61.94	63.51	65.07	66.70
	Standby	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.45	4.55	4.67
81	Annual	106152	108804	111552	114360	117168	120132	123120	126192	129336	132612	135864	139272	142788
	Monthly	8846	9067	9296	9530	9764	10011	10260	10516	10778	11051	11322	11606	11899
	Hourly	50.84	52.11	53.43	54.77	56.11	57.53	58.97	60.44	61.94	63.51	65.07	66.70	68.39
	Standby	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.45	4.55	4.67	4.79
82	Annual	108804	111552	114360	117168	120132	123120	126192	129336	132612	135864	139272	142788	146316
	Monthly	9067	9296	9530	9764	10011	10260	10516	10778	11051	11322	11606	11899	12193
	Hourly	52.11	53.43	54.77	56.11	57.53	58.97	60.44	61.94	63.51	65.07	66.70	68.39	70.07
	Standby	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.45	4.55	4.67	4.79	4.91
83	Annual	111552	114360	117168	120132	123120	126192	129336	132612	135864	139272	142788	146316	149964
	Monthly	9296	9530	9764	10011	10260	10516	10778	11051	11322	11606	11899	12193	12497
	Hourly	53.43	54.77	56.11	57.53	58.97	60.44	61.94	63.51	65.07	66.70	68.39	70.07	71.82
	Standby	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.45	4.55	4.67	4.79	4.91	5.03

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
84	Annual	114360	117168	120132	123120	126192	129336	132612	135864	139272	142788	146316	149964	153744
	Monthly	9530	9764	10011	10260	10516	10778	11051	11322	11606	11899	12193	12497	12812
	Hourly	54.77	56.11	57.53	58.97	60.44	61.94	63.51	65.07	66.70	68.39	70.07	71.82	73.63
	Standby	3.83	3.93	4.03	4.13	4.23	4.34	4.45	4.55	4.67	4.79	4.91	5.03	5.15
85	Annual	117168	120132	123120	126192	129336	132612	135864	139272	142788	146316	149964	153744	157536
	Monthly	9764	10011	10260	10516	10778	11051	11322	11606	11899	12193	12497	12812	13128
	Hourly	56.11	57.53	58.97	60.44	61.94	63.51	65.07	66.70	68.39	70.07	71.82	73.63	75.45
	Standby	3.93	4.03	4.13	4.23	4.34	4.45	4.55	4.67	4.79	4.91	5.03	5.15	5.28
86	Annual	120132	123120	126192	129336	132612	135864	139272	142788	146316	149964	153744	157536	161544
	Monthly	10011	10260	10516	10778	11051	11322	11606	11899	12193	12497	12812	13128	13462
	Hourly	57.53	58.97	60.44	61.94	63.51	65.07	66.70	68.39	70.07	71.82	73.63	75.45	77.37
	Standby	4.03	4.13	4.23	4.34	4.45	4.55	4.67	4.79	4.91	5.03	5.15	5.28	5.42
87	Annual	123120	126192	129336	132612	135864	139272	142788	146316	149964	153744	157536	161544	165588
	Monthly	10260	10516	10778	11051	11322	11606	11899	12193	12497	12812	13128	13462	13799
	Hourly	58.97	60.44	61.94	63.51	65.07	66.70	68.39	70.07	71.82	73.63	75.45	77.37	79.30
	Standby	4.13	4.23	4.34	4.45	4.55	4.67	4.79	4.91	5.03	5.15	5.28	5.42	5.55
88	Annual	126192	129336	132612	135864	139272	142788	146316	149964	153744	157536	161544	165588	169704
	Monthly	10516	10778	11051	11322	11606	11899	12193	12497	12812	13128	13462	13799	14142
	Hourly	60.44	61.94	63.51	65.07	66.70	68.39	70.07	71.82	73.63	75.45	77.37	79.30	81.28
	Standby	4.23	4.34	4.45	4.55	4.67	4.79	4.91	5.03	5.15	5.28	5.42	5.55	5.69
89	Annual	129336	132612	135864	139272	142788	146316	149964	153744	157536	161544	165588	169704	173988
	Monthly	10778	11051	11322	11606	11899	12193	12497	12812	13128	13462	13799	14142	14499
	Hourly	61.94	63.51	65.07	66.70	68.39	70.07	71.82	73.63	75.45	77.37	79.30	81.28	83.33
	Standby	4.34	4.45	4.55	4.67	4.79	4.91	5.03	5.15	5.28	5.42	5.55	5.69	5.83
90	Annual	132612	135864	139272	142788	146316	149964	153744	157536	161544	165588	169704	173988	178296
	Monthly	11051	11322	11606	11899	12193	12497	12812	13128	13462	13799	14142	14499	14858
	Hourly	63.51	65.07	66.70	68.39	70.07	71.82	73.63	75.45	77.37	79.30	81.28	83.33	85.39
	Standby	4.45	4.55	4.67	4.79	4.91	5.03	5.15	5.28	5.42	5.55	5.69	5.83	5.98
91	Annual	135864	139272	142788	146316	149964	153744	157536	161544	165588	169704	173988	178296	182772
	Monthly	11322	11606	11899	12193	12497	12812	13128	13462	13799	14142	14499	14858	15231
	Hourly	65.07	66.70	68.39	70.07	71.82	73.63	75.45	77.37	79.30	81.28	83.33	85.39	87.53
	Standby	4.55	4.67	4.79	4.91	5.03	5.15	5.28	5.42	5.55	5.69	5.83	5.98	6.13
92	Annual	139272	142788	146316	149964	153744	157536	161544	165588	169704	173988	178296	182772	187308
	Monthly	11606	11899	12193	12497	12812	13128	13462	13799	14142	14499	14858	15231	15609
	Hourly	66.70	68.39	70.07	71.82	73.63	75.45	77.37	79.30	81.28	83.33	85.39	87.53	89.71
	Standby	4.67	4.79	4.91	5.03	5.15	5.28	5.42	5.55	5.69	5.83	5.98	6.13	6.28

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
93	Annual	142788	146316	149964	153744	157536	161544	165588	169704	173988	178296	182772	187308	192036
	Monthly	11899	12193	12497	12812	13128	13462	13799	14142	14499	14858	15231	15609	16003
	Hourly	68.39	70.07	71.82	73.63	75.45	77.37	79.30	81.28	83.33	85.39	87.53	89.71	91.97
	Standby	4.79	4.91	5.03	5.15	5.28	5.42	5.55	5.69	5.83	5.98	6.13	6.28	6.44
94	Annual	146316	149964	153744	157536	161544	165588	169704	173988	178296	182772	187308	192036	196812
	Monthly	12193	12497	12812	13128	13462	13799	14142	14499	14858	15231	15609	16003	16401
	Hourly	70.07	71.82	73.63	75.45	77.37	79.30	81.28	83.33	85.39	87.53	89.71	91.97	94.26
	Standby	4.91	5.03	5.15	5.28	5.42	5.55	5.69	5.83	5.98	6.13	6.28	6.44	6.60
95	Annual	149964	153744	157536	161544	165588	169704	173988	178296	182772	187308	192036	196812	201744
	Monthly	12497	12812	13128	13462	13799	14142	14499	14858	15231	15609	16003	16401	16812
	Hourly	71.82	73.63	75.45	77.37	79.30	81.28	83.33	85.39	87.53	89.71	91.97	94.26	96.62
	Standby	5.03	5.15	5.28	5.42	5.55	5.69	5.83	5.98	6.13	6.28	6.44	6.60	6.76
96	Annual	153744	157536	161544	165588	169704	173988	178296	182772	187308	192036	196812	201744	206808
	Monthly	12812	13128	13462	13799	14142	14499	14858	15231	15609	16003	16401	16812	17234
	Hourly	73.63	75.45	77.37	79.30	81.28	83.33	85.39	87.53	89.71	91.97	94.26	96.62	99.05
	Standby	5.15	5.28	5.42	5.55	5.69	5.83	5.98	6.13	6.28	6.44	6.60	6.76	6.93
97	Annual	157536	161544	165588	169704	173988	178296	182772	187308	192036	196812	201744	206808	211992
	Monthly	13128	13462	13799	14142	14499	14858	15231	15609	16003	16401	16812	17234	17666
	Hourly	75.45	77.37	79.30	81.28	83.33	85.39	87.53	89.71	91.97	94.26	96.62	99.05	101.53
	Standby	5.28	5.42	5.55	5.69	5.83	5.98	6.13	6.28	6.44	6.60	6.76	6.93	7.11
98	Annual	161544	165588	169704	173988	178296	182772	187308	192036	196812	201744	206808	211992	217296
	Monthly	13462	13799	14142	14499	14858	15231	15609	16003	16401	16812	17234	17666	18108
	Hourly	77.37	79.30	81.28	83.33	85.39	87.53	89.71	91.97	94.26	96.62	99.05	101.53	104.07
	Standby	5.42	5.55	5.69	5.83	5.98	6.13	6.28	6.44	6.60	6.76	6.93	7.11	7.28
99	Annual	165588	169704	173988	178296	182772	187308	192036	196812	201744	206808	211992	217296	222708
	Monthly	13799	14142	14499	14858	15231	15609	16003	16401	16812	17234	17666	18108	18559
	Hourly	79.30	81.28	83.33	85.39	87.53	89.71	91.97	94.26	96.62	99.05	101.53	104.07	106.66
	Standby	5.55	5.69	5.83	5.98	6.13	6.28	6.44	6.60	6.76	6.93	7.11	7.28	7.47
100	Annual	169704	173988	178296	182772	187308	192036	196812	201744	206808	211992	217296	222708	228288
	Monthly	14142	14499	14858	15231	15609	16003	16401	16812	17234	17666	18108	18559	19024
	Hourly	81.28	83.33	85.39	87.53	89.71	91.97	94.26	96.62	99.05	101.53	104.07	106.66	109.33
	Standby	5.69	5.83	5.98	6.13	6.28	6.44	6.60	6.76	6.93	7.11	7.28	7.47	7.65
101	Annual	173988	178296	182772	187308	192036	196812	201744	206808	211992	217296	222708	228288	234000
	Monthly	14499	14858	15231	15609	16003	16401	16812	17234	17666	18108	18559	19024	19500
	Hourly	83.33	85.39	87.53	89.71	91.97	94.26	96.62	99.05	101.53	104.07	106.66	109.33	112.07
	Standby	5.83	5.98	6.13	6.28	6.44	6.60	6.76	6.93	7.11	7.28	7.47	7.65	7.84

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
102	Annual	178296	182772	187308	192036	196812	201744	206808	211992	217296	222708	228288	234000	239844
	Monthly	14858	15231	15609	16003	16401	16812	17234	17666	18108	18559	19024	19500	19987
	Hourly	85.39	87.53	89.71	91.97	94.26	96.62	99.05	101.53	104.07	106.66	109.33	112.07	114.87
	Standby	5.98	6.13	6.28	6.44	6.60	6.76	6.93	7.11	7.28	7.47	7.65	7.84	8.04
103	Annual	182772	187308	192036	196812	201744	206808	211992	217296	222708	228288	234000	239844	245844
	Monthly	15231	15609	16003	16401	16812	17234	17666	18108	18559	19024	19500	19987	20487
	Hourly	87.53	89.71	91.97	94.26	96.62	99.05	101.53	104.07	106.66	109.33	112.07	114.87	117.74
	Standby	6.13	6.28	6.44	6.60	6.76	6.93	7.11	7.28	7.47	7.65	7.84	8.04	8.24
104	Annual	187308	192036	196812	201744	206808	211992	217296	222708	228288	234000	239844	245844	251976
	Monthly	15609	16003	16401	16812	17234	17666	18108	18559	19024	19500	19987	20487	20998
	Hourly	89.71	91.97	94.26	96.62	99.05	101.53	104.07	106.66	109.33	112.07	114.87	117.74	120.68
	Standby	6.28	6.44	6.60	6.76	6.93	7.11	7.28	7.47	7.65	7.84	8.04	8.24	8.45
105	Annual	192036	196812	201744	206808	211992	217296	222708	228288	234000	239844	245844	251976	258264
	Monthly	16003	16401	16812	17234	17666	18108	18559	19024	19500	19987	20487	20998	21522
	Hourly	91.97	94.26	96.62	99.05	101.53	104.07	106.66	109.33	112.07	114.87	117.74	120.68	123.69
	Standby	6.44	6.60	6.76	6.93	7.11	7.28	7.47	7.65	7.84	8.04	8.24	8.45	8.66
106	Annual	196812	201744	206808	211992	217296	222708	228288	234000	239844	245844	251976	258264	264732
	Monthly	16401	16812	17234	17666	18108	18559	19024	19500	19987	20487	20998	21522	22061
	Hourly	94.26	96.62	99.05	101.53	104.07	106.66	109.33	112.07	114.87	117.74	120.68	123.69	126.79
	Standby	6.60	6.76	6.93	7.11	7.28	7.47	7.65	7.84	8.04	8.24	8.45	8.66	8.88
107	Annual	201744	206808	211992	217296	222708	228288	234000	239844	245844	251976	258264	264732	271368
	Monthly	16812	17234	17666	18108	18559	19024	19500	19987	20487	20998	21522	22061	22614
	Hourly	96.62	99.05	101.53	104.07	106.66	109.33	112.07	114.87	117.74	120.68	123.69	126.79	129.97
	Standby	6.76	6.93	7.11	7.28	7.47	7.65	7.84	8.04	8.24	8.45	8.66	8.88	9.10
108	Annual	206808	211992	217296	222708	228288	234000	239844	245844	251976	258264	264732	271368	278172
	Monthly	17234	17666	18108	18559	19024	19500	19987	20487	20998	21522	22061	22614	23181
	Hourly	99.05	101.53	104.07	106.66	109.33	112.07	114.87	117.74	120.68	123.69	126.79	129.97	133.22
	Standby	6.93	7.11	7.28	7.47	7.65	7.84	8.04	8.24	8.45	8.66	8.88	9.10	9.33
109	Annual	211992	217296	222708	228288	234000	239844	245844	251976	258264	264732	271368	278172	285096
	Monthly	17666	18108	18559	19024	19500	19987	20487	20998	21522	22061	22614	23181	23758
	Hourly	101.53	104.07	106.66	109.33	112.07	114.87	117.74	120.68	123.69	126.79	129.97	133.22	136.54
	Standby	7.11	7.28	7.47	7.65	7.84	8.04	8.24	8.45	8.66	8.88	9.10	9.33	9.56
110	Annual	217296	222708	228288	234000	239844	245844	251976	258264	264732	271368	278172	285096	292224
	Monthly	18108	18559	19024	19500	19987	20487	20998	21522	22061	22614	23181	23758	24352
	Hourly	104.07	106.66	109.33	112.07	114.87	117.74	120.68	123.69	126.79	129.97	133.22	136.54	139.95
	Standby	7.28	7.47	7.65	7.84	8.04	8.24	8.45	8.66	8.88	9.10	9.33	9.56	9.80

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
111	Annual	222708	228288	234000	239844	245844	251976	258264	264732	271368	278172	285096	292224	299532
	Monthly	18559	19024	19500	19987	20487	20998	21522	22061	22614	23181	23758	24352	24961
	Hourly	106.66	109.33	112.07	114.87	117.74	120.68	123.69	126.79	129.97	133.22	136.54	139.95	143.45
	Standby	7.47	7.65	7.84	8.04	8.24	8.45	8.66	8.88	9.10	9.33	9.56	9.80	10.04
112	Annual	228288	234000	239844	245844	251976	258264	264732	271368	278172	285096	292224	299532	307020
	Monthly	19024	19500	19987	20487	20998	21522	22061	22614	23181	23758	24352	24961	25585
	Hourly	109.33	112.07	114.87	117.74	120.68	123.69	126.79	129.97	133.22	136.54	139.95	143.45	147.04
	Standby	7.65	7.84	8.04	8.24	8.45	8.66	8.88	9.10	9.33	9.56	9.80	10.04	10.29
113	Annual	234000	239844	245844	251976	258264	264732	271368	278172	285096	292224	299532	307020	314676
	Monthly	19500	19987	20487	20998	21522	22061	22614	23181	23758	24352	24961	25585	26223
	Hourly	112.07	114.87	117.74	120.68	123.69	126.79	129.97	133.22	136.54	139.95	143.45	147.04	150.71
	Standby	7.84	8.04	8.24	8.45	8.66	8.88	9.10	9.33	9.56	9.80	10.04	10.29	10.55
114	Annual	239844	245844	251976	258264	264732	271368	278172	285096	292224	299532	307020	314676	322548
	Monthly	19987	20487	20998	21522	22061	22614	23181	23758	24352	24961	25585	26223	26879
	Hourly	114.87	117.74	120.68	123.69	126.79	129.97	133.22	136.54	139.95	143.45	147.04	150.71	154.48
	Standby	8.04	8.24	8.45	8.66	8.88	9.10	9.33	9.56	9.80	10.04	10.29	10.55	10.81
115	Annual	245844	251976	258264	264732	271368	278172	285096	292224	299532	307020	314676	322548	330624
	Monthly	20487	20998	21522	22061	22614	23181	23758	24352	24961	25585	26223	26879	27552
	Hourly	117.74	120.68	123.69	126.79	129.97	133.22	136.54	139.95	143.45	147.04	150.71	154.48	158.34
	Standby	8.24	8.45	8.66	8.88	9.10	9.33	9.56	9.80	10.04	10.29	10.55	10.81	11.08
116	Annual	251976	258264	264732	271368	278172	285096	292224	299532	307020	314676	322548	330624	338892
	Monthly	20998	21522	22061	22614	23181	23758	24352	24961	25585	26223	26879	27552	28241
	Hourly	120.68	123.69	126.79	129.97	133.22	136.54	139.95	143.45	147.04	150.71	154.48	158.34	162.30
	Standby	8.45	8.66	8.88	9.10	9.33	9.56	9.80	10.04	10.29	10.55	10.81	11.08	11.36
117	Annual	258264	264732	271368	278172	285096	292224	299532	307020	314676	322548	330624	338892	347364
	Monthly	21522	22061	22614	23181	23758	24352	24961	25585	26223	26879	27552	28241	28947
	Hourly	123.69	126.79	129.97	133.22	136.54	139.95	143.45	147.04	150.71	154.48	158.34	162.30	166.36
	Standby	8.66	8.88	9.10	9.33	9.56	9.80	10.04	10.29	10.55	10.81	11.08	11.36	11.65
118	Annual	264732	271368	278172	285096	292224	299532	307020	314676	322548	330624	338892	347364	356052
	Monthly	22061	22614	23181	23758	24352	24961	25585	26223	26879	27552	28241	28947	29671
	Hourly	126.79	129.97	133.22	136.54	139.95	143.45	147.04	150.71	154.48	158.34	162.30	166.36	170.52
	Standby	8.88	9.10	9.33	9.56	9.80	10.04	10.29	10.55	10.81	11.08	11.36	11.65	11.94
119	Annual	271368	278172	285096	292224	299532	307020	314676	322548	330624	338892	347364	356052	364944
	Monthly	22614	23181	23758	24352	24961	25585	26223	26879	27552	28241	28947	29671	30412
	Hourly	129.97	133.22	136.54	139.95	143.45	147.04	150.71	154.48	158.34	162.30	166.36	170.52	174.78
	Standby	9.10	9.33	9.56	9.80	10.04	10.29	10.55	10.81	11.08	11.36	11.65	11.94	12.23

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

Prepared by the Washington State Office of Financial Management  
 General Service Salary Schedule for Represented Employees  
 Effective July 1, 2022  
 3.25% Increase

WFSE - GG  
 WPEA - GG  
 WAFWP  
 PTE Local 17  
 Coalition  
 Higher Ed. (see CBA)

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
120	Annual	278172	285096	292224	299532	307020	314676	322548	330624	338892	347364	356052	364944	374064
	Monthly	23181	23758	24352	24961	25585	26223	26879	27552	28241	28947	29671	30412	31172
	Hourly	133.22	136.54	139.95	143.45	147.04	150.71	154.48	158.34	162.30	166.36	170.52	174.78	179.15
	Standby	9.33	9.56	9.80	10.04	10.29	10.55	10.81	11.08	11.36	11.65	11.94	12.23	12.54

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
35SP	Annual	39708	40620	41592	42588	43536	44628	45648	46716	47808	48924	50148	51336	52560
	Monthly	3309	3385	3466	3549	3628	3719	3804	3893	3984	4077	4179	4278	4380
	Hourly	19.02	19.45	19.92	20.40	20.85	21.37	21.86	22.37	22.90	23.43	24.02	24.59	25.17
	Standby	1.33	1.36	1.39	1.43	1.46	1.50	1.53	1.57	1.60	1.64	1.68	1.72	1.76
36SP	Annual	40620	41592	42588	43536	44628	45648	46716	47808	48924	50148	51336	52560	53844
	Monthly	3385	3466	3549	3628	3719	3804	3893	3984	4077	4179	4278	4380	4487
	Hourly	19.45	19.92	20.40	20.85	21.37	21.86	22.37	22.90	23.43	24.02	24.59	25.17	25.79
	Standby	1.36	1.39	1.43	1.46	1.50	1.53	1.57	1.60	1.64	1.68	1.72	1.76	1.81
37SP	Annual	41592	42588	43536	44628	45648	46716	47808	48924	50148	51336	52560	53844	55188
	Monthly	3466	3549	3628	3719	3804	3893	3984	4077	4179	4278	4380	4487	4599
	Hourly	19.92	20.40	20.85	21.37	21.86	22.37	22.90	23.43	24.02	24.59	25.17	25.79	26.43
	Standby	1.39	1.43	1.46	1.50	1.53	1.57	1.60	1.64	1.68	1.72	1.76	1.81	1.85
38SP	Annual	42588	43536	44628	45648	46716	47808	48924	50148	51336	52560	53844	55188	56568
	Monthly	3549	3628	3719	3804	3893	3984	4077	4179	4278	4380	4487	4599	4714
	Hourly	20.40	20.85	21.37	21.86	22.37	22.90	23.43	24.02	24.59	25.17	25.79	26.43	27.09
	Standby	1.43	1.46	1.50	1.53	1.57	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90
39SP	Annual	43536	44628	45648	46716	47808	48924	50148	51336	52560	53844	55188	56568	57948
	Monthly	3628	3719	3804	3893	3984	4077	4179	4278	4380	4487	4599	4714	4829
	Hourly	20.85	21.37	21.86	22.37	22.90	23.43	24.02	24.59	25.17	25.79	26.43	27.09	27.75
	Standby	1.46	1.50	1.53	1.57	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.94
40SP	Annual	44628	45648	46716	47808	48924	50148	51336	52560	53844	55188	56568	57948	59448
	Monthly	3719	3804	3893	3984	4077	4179	4278	4380	4487	4599	4714	4829	4954
	Hourly	21.37	21.86	22.37	22.90	23.43	24.02	24.59	25.17	25.79	26.43	27.09	27.75	28.47
	Standby	1.50	1.53	1.57	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.94	1.99
41SP	Annual	45648	46716	47808	48924	50148	51336	52560	53844	55188	56568	57948	59448	60888
	Monthly	3804	3893	3984	4077	4179	4278	4380	4487	4599	4714	4829	4954	5074
	Hourly	21.86	22.37	22.90	23.43	24.02	24.59	25.17	25.79	26.43	27.09	27.75	28.47	29.16
	Standby	1.53	1.57	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.94	1.99	2.04
42SP	Annual	46716	47808	48924	50148	51336	52560	53844	55188	56568	57948	59448	60888	62448
	Monthly	3893	3984	4077	4179	4278	4380	4487	4599	4714	4829	4954	5074	5204
	Hourly	22.37	22.90	23.43	24.02	24.59	25.17	25.79	26.43	27.09	27.75	28.47	29.16	29.91
	Standby	1.57	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.94	1.99	2.04	2.09
43SP	Annual	47808	48924	50148	51336	52560	53844	55188	56568	57948	59448	60888	62448	63972
	Monthly	3984	4077	4179	4278	4380	4487	4599	4714	4829	4954	5074	5204	5331
	Hourly	22.90	23.43	24.02	24.59	25.17	25.79	26.43	27.09	27.75	28.47	29.16	29.91	30.64
	Standby	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.94	1.99	2.04	2.09	2.14

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
44SP	Annual	48924	50148	51336	52560	53844	55188	56568	57948	59448	60888	62448	63972	65604
	Monthly	4077	4179	4278	4380	4487	4599	4714	4829	4954	5074	5204	5331	5467
	Hourly	23.43	24.02	24.59	25.17	25.79	26.43	27.09	27.75	28.47	29.16	29.91	30.64	31.42
	Standby	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.94	1.99	2.04	2.09	2.14	2.20
45SP	Annual	50148	51336	52560	53844	55188	56568	57948	59448	60888	62448	63972	65604	67236
	Monthly	4179	4278	4380	4487	4599	4714	4829	4954	5074	5204	5331	5467	5603
	Hourly	24.02	24.59	25.17	25.79	26.43	27.09	27.75	28.47	29.16	29.91	30.64	31.42	32.20
	Standby	1.68	1.72	1.76	1.81	1.85	1.90	1.94	1.99	2.04	2.09	2.14	2.20	2.25
46SP	Annual	51336	52560	53844	55188	56568	57948	59448	60888	62448	63972	65604	67236	68892
	Monthly	4278	4380	4487	4599	4714	4829	4954	5074	5204	5331	5467	5603	5741
	Hourly	24.59	25.17	25.79	26.43	27.09	27.75	28.47	29.16	29.91	30.64	31.42	32.20	32.99
	Standby	1.72	1.76	1.81	1.85	1.90	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31
47SP	Annual	52560	53844	55188	56568	57948	59448	60888	62448	63972	65604	67236	68892	70584
	Monthly	4380	4487	4599	4714	4829	4954	5074	5204	5331	5467	5603	5741	5882
	Hourly	25.17	25.79	26.43	27.09	27.75	28.47	29.16	29.91	30.64	31.42	32.20	32.99	33.80
	Standby	1.76	1.81	1.85	1.90	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37
48SP	Annual	53844	55188	56568	57948	59448	60888	62448	63972	65604	67236	68892	70584	72408
	Monthly	4487	4599	4714	4829	4954	5074	5204	5331	5467	5603	5741	5882	6034
	Hourly	25.79	26.43	27.09	27.75	28.47	29.16	29.91	30.64	31.42	32.20	32.99	33.80	34.68
	Standby	1.81	1.85	1.90	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43
49SP	Annual	55188	56568	57948	59448	60888	62448	63972	65604	67236	68892	70584	72408	74196
	Monthly	4599	4714	4829	4954	5074	5204	5331	5467	5603	5741	5882	6034	6183
	Hourly	26.43	27.09	27.75	28.47	29.16	29.91	30.64	31.42	32.20	32.99	33.80	34.68	35.53
	Standby	1.85	1.90	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49
50SP	Annual	56568	57948	59448	60888	62448	63972	65604	67236	68892	70584	72408	74196	76104
	Monthly	4714	4829	4954	5074	5204	5331	5467	5603	5741	5882	6034	6183	6342
	Hourly	27.09	27.75	28.47	29.16	29.91	30.64	31.42	32.20	32.99	33.80	34.68	35.53	36.45
	Standby	1.90	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55
51SP	Annual	57948	59448	60888	62448	63972	65604	67236	68892	70584	72408	74196	76104	77976
	Monthly	4829	4954	5074	5204	5331	5467	5603	5741	5882	6034	6183	6342	6498
	Hourly	27.75	28.47	29.16	29.91	30.64	31.42	32.20	32.99	33.80	34.68	35.53	36.45	37.34
	Standby	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61
52SP	Annual	59448	60888	62448	63972	65604	67236	68892	70584	72408	74196	76104	77976	79920
	Monthly	4954	5074	5204	5331	5467	5603	5741	5882	6034	6183	6342	6498	6660
	Hourly	28.47	29.16	29.91	30.64	31.42	32.20	32.99	33.80	34.68	35.53	36.45	37.34	38.28
	Standby	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
53SP	Annual	60888	62448	63972	65604	67236	68892	70584	72408	74196	76104	77976	79920	81876
	Monthly	5074	5204	5331	5467	5603	5741	5882	6034	6183	6342	6498	6660	6823
	Hourly	29.16	29.91	30.64	31.42	32.20	32.99	33.80	34.68	35.53	36.45	37.34	38.28	39.21
	Standby	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68	2.74
54SP	Annual	62448	63972	65604	67236	68892	70584	72408	74196	76104	77976	79920	81876	83940
	Monthly	5204	5331	5467	5603	5741	5882	6034	6183	6342	6498	6660	6823	6995
	Hourly	29.91	30.64	31.42	32.20	32.99	33.80	34.68	35.53	36.45	37.34	38.28	39.21	40.20
	Standby	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68	2.74	2.81
55SP	Annual	63972	65604	67236	68892	70584	72408	74196	76104	77976	79920	81876	83940	86016
	Monthly	5331	5467	5603	5741	5882	6034	6183	6342	6498	6660	6823	6995	7168
	Hourly	30.64	31.42	32.20	32.99	33.80	34.68	35.53	36.45	37.34	38.28	39.21	40.20	41.20
	Standby	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68	2.74	2.81	2.88
56SP	Annual	65604	67236	68892	70584	72408	74196	76104	77976	79920	81876	83940	86016	88176
	Monthly	5467	5603	5741	5882	6034	6183	6342	6498	6660	6823	6995	7168	7348
	Hourly	31.42	32.20	32.99	33.80	34.68	35.53	36.45	37.34	38.28	39.21	40.20	41.20	42.23
	Standby	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68	2.74	2.81	2.88	2.96
57SP	Annual	67236	68892	70584	72408	74196	76104	77976	79920	81876	83940	86016	88176	90384
	Monthly	5603	5741	5882	6034	6183	6342	6498	6660	6823	6995	7168	7348	7532
	Hourly	32.20	32.99	33.80	34.68	35.53	36.45	37.34	38.28	39.21	40.20	41.20	42.23	43.29
	Standby	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68	2.74	2.81	2.88	2.96	3.03
58SP	Annual	68892	70584	72408	74196	76104	77976	79920	81876	83940	86016	88176	90384	92652
	Monthly	5741	5882	6034	6183	6342	6498	6660	6823	6995	7168	7348	7532	7721
	Hourly	32.99	33.80	34.68	35.53	36.45	37.34	38.28	39.21	40.20	41.20	42.23	43.29	44.37
	Standby	2.31	2.37	2.43	2.49	2.55	2.61	2.68	2.74	2.81	2.88	2.96	3.03	3.11
59SP	Annual	70584	72408	74196	76104	77976	79920	81876	83940	86016	88176	90384	92652	94968
	Monthly	5882	6034	6183	6342	6498	6660	6823	6995	7168	7348	7532	7721	7914
	Hourly	33.80	34.68	35.53	36.45	37.34	38.28	39.21	40.20	41.20	42.23	43.29	44.37	45.48
	Standby	2.37	2.43	2.49	2.55	2.61	2.68	2.74	2.81	2.88	2.96	3.03	3.11	3.18
60SP	Annual	72408	74196	76104	77976	79920	81876	83940	86016	88176	90384	92652	94968	97332
	Monthly	6034	6183	6342	6498	6660	6823	6995	7168	7348	7532	7721	7914	8111
	Hourly	34.68	35.53	36.45	37.34	38.28	39.21	40.20	41.20	42.23	43.29	44.37	45.48	46.61
	Standby	2.43	2.49	2.55	2.61	2.68	2.74	2.81	2.88	2.96	3.03	3.11	3.18	3.26
61SP	Annual	74196	76104	77976	79920	81876	83940	86016	88176	90384	92652	94968	97332	99792
	Monthly	6183	6342	6498	6660	6823	6995	7168	7348	7532	7721	7914	8111	8316
	Hourly	35.53	36.45	37.34	38.28	39.21	40.20	41.20	42.23	43.29	44.37	45.48	46.61	47.79
	Standby	2.49	2.55	2.61	2.68	2.74	2.81	2.88	2.96	3.03	3.11	3.18	3.26	3.35

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
62SP	Annual	76104	77976	79920	81876	83940	86016	88176	90384	92652	94968	97332	99792	102264
	Monthly	6342	6498	6660	6823	6995	7168	7348	7532	7721	7914	8111	8316	8522
	Hourly	36.45	37.34	38.28	39.21	40.20	41.20	42.23	43.29	44.37	45.48	46.61	47.79	48.98
	Standby	2.55	2.61	2.68	2.74	2.81	2.88	2.96	3.03	3.11	3.18	3.26	3.35	3.43
63SP	Annual	77976	79920	81876	83940	86016	88176	90384	92652	94968	97332	99792	102264	104808
	Monthly	6498	6660	6823	6995	7168	7348	7532	7721	7914	8111	8316	8522	8734
	Hourly	37.34	38.28	39.21	40.20	41.20	42.23	43.29	44.37	45.48	46.61	47.79	48.98	50.20
	Standby	2.61	2.68	2.74	2.81	2.88	2.96	3.03	3.11	3.18	3.26	3.35	3.43	3.51
64SP	Annual	79920	81876	83940	86016	88176	90384	92652	94968	97332	99792	102264	104808	107448
	Monthly	6660	6823	6995	7168	7348	7532	7721	7914	8111	8316	8522	8734	8954
	Hourly	38.28	39.21	40.20	41.20	42.23	43.29	44.37	45.48	46.61	47.79	48.98	50.20	51.46
	Standby	2.68	2.74	2.81	2.88	2.96	3.03	3.11	3.18	3.26	3.35	3.43	3.51	3.60
65SP	Annual	81876	83940	86016	88176	90384	92652	94968	97332	99792	102264	104808	107448	110124
	Monthly	6823	6995	7168	7348	7532	7721	7914	8111	8316	8522	8734	8954	9177
	Hourly	39.21	40.20	41.20	42.23	43.29	44.37	45.48	46.61	47.79	48.98	50.20	51.46	52.74
	Standby	2.74	2.81	2.88	2.96	3.03	3.11	3.18	3.26	3.35	3.43	3.51	3.60	3.69
66SP	Annual	83940	86016	88176	90384	92652	94968	97332	99792	102264	104808	107448	110124	112872
	Monthly	6995	7168	7348	7532	7721	7914	8111	8316	8522	8734	8954	9177	9406
	Hourly	40.20	41.20	42.23	43.29	44.37	45.48	46.61	47.79	48.98	50.20	51.46	52.74	54.06
	Standby	2.81	2.88	2.96	3.03	3.11	3.18	3.26	3.35	3.43	3.51	3.60	3.69	3.78
67SP	Annual	86016	88176	90384	92652	94968	97332	99792	102264	104808	107448	110124	112872	115692
	Monthly	7168	7348	7532	7721	7914	8111	8316	8522	8734	8954	9177	9406	9641
	Hourly	41.20	42.23	43.29	44.37	45.48	46.61	47.79	48.98	50.20	51.46	52.74	54.06	55.41
	Standby	2.88	2.96	3.03	3.11	3.18	3.26	3.35	3.43	3.51	3.60	3.69	3.78	3.88
68SP	Annual	88176	90384	92652	94968	97332	99792	102264	104808	107448	110124	112872	115692	118596
	Monthly	7348	7532	7721	7914	8111	8316	8522	8734	8954	9177	9406	9641	9883
	Hourly	42.23	43.29	44.37	45.48	46.61	47.79	48.98	50.20	51.46	52.74	54.06	55.41	56.80
	Standby	2.96	3.03	3.11	3.18	3.26	3.35	3.43	3.51	3.60	3.69	3.78	3.88	3.98

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

**"SP" Range Salary Schedule**  
Effective July 1, 2021 through June 30, 2023

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
66SP	Annual	81300	83304	85404	87540	89736	91980	94272	96648	99048	101508	104064	106656	109320
	Monthly	6775	6942	7117	7295	7478	7665	7856	8054	8254	8459	8672	8888	9110
	Hourly	38.94	39.90	40.90	41.93	42.98	44.05	45.15	46.29	47.44	48.61	49.84	51.08	52.36
	Standby	2.73	2.79	2.86	2.93	3.01	3.08	3.16	3.24	3.32	3.40	3.49	3.58	3.66
67SP	Annual	83304	85404	87540	89736	91980	94272	96648	99048	101508	104064	106656	109320	112056
	Monthly	6942	7117	7295	7478	7665	7856	8054	8254	8459	8672	8888	9110	9338
	Hourly	39.90	40.90	41.93	42.98	44.05	45.15	46.29	47.44	48.61	49.84	51.08	52.36	53.67
	Standby	2.79	2.86	2.93	3.01	3.08	3.16	3.24	3.32	3.40	3.49	3.58	3.66	3.76
68SP	Annual	85404	87540	89736	91980	94272	96648	99048	101508	104064	106656	109320	112056	114864
	Monthly	7117	7295	7478	7665	7856	8054	8254	8459	8672	8888	9110	9338	9572
	Hourly	40.90	41.93	42.98	44.05	45.15	46.29	47.44	48.61	49.84	51.08	52.36	53.67	55.01
	Standby	2.86	2.93	3.01	3.08	3.16	3.24	3.32	3.40	3.49	3.58	3.66	3.76	3.85

Standby rate is equal to 7% of the hourly rate

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

## APPENDIX D ASSIGNMENT PAY

Assignment Pay (AP) is granted in recognition of assigned duties, which exceed ordinary conditions. The "premium" is stated in percentages or a specific dollar amount. If stated in percentages, the percentage would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay. Group B indicates those assigned duties granted AP which are not class specific.

<b>GROUP A</b>			
<b>Class Title</b>	<b>Class Code</b>	<b>Premium</b>	<b>Reference #</b>
Equipment Operator 1	618R	10 percent	12
Equipment Operator 2	618S	10 percent	12
Financial Examiner 1	161E	10 percent	10
Financial Examiner 2	161F	10 percent	10
Financial Examiner 3	161G	10 percent	10
Financial Examiner 4	161H	10 percent	10
Revenue Auditor 1	155A	See Reference	10, 30
Revenue Auditor 2	155 B	See Reference	10, 30
Revenue Auditor 3	155C	See Reference	10, 30
Security Guard 2	385L	10 percent	34
Security Guard 3	385M	10 percent	34
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Natural Resources Police Officer	387R	10 percent	7
Program Manager A	107R	See Reference	34
<b>GROUP B</b>			
<b>Assigned Duties</b>		<b>Premium</b>	<b>Reference #</b>
Dual Language Requirement		5 percent	18
SCUBA Diving Requirement		\$10.00/hour	3

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## ASSIGNMENT PAY REFERENCES

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**REFERENCE #3:** For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic salary range plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class (92900). (Eff. 7/15; Rev. 7/17)

**REFERENCE #7:** Law enforcement employees that are assigned a one hundred seventy-one (171) hour, twenty-eight (28) day work period will receive their base salary plus ten percent (10%). (Eff. 12/85; Rev. 12/89, 12/97, 7/17, 7/19)

**REFERENCE #10:** Basic salary range plus ten percent (10%) shall be paid to Department of Revenue employees in Revenue Auditor and Financial Examiner classifications which are permanently assigned to maintain an office at an out-of-state location or are on a one (1) year roving assignment out-of-state. (Eff. 7/69; Rev. 7/17, 7/19)

**REFERENCE #12:** Employees assigned to operate equipment above this level shall be compensated ten percent (10%) above their base rate, and shall be credited with a minimum of four (4) hours at the higher rate on each day they operate the higher level equipment. (Eff. 6/84, Rev. 7/19)

**REFERENCE #18:** Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%). (Rev. 5/92; Rev. 7/17, 7/19)

**REFERENCE #30:** Basic salary range plus five percent (5%) shall be paid to permanent Department of Revenue employees in Revenue Auditor classifications assigned to the Computer Assisted Audit Program Unit and are responsible for performing the retrieval and analysis of electronic data, the development of statistical sampling plans or the evaluations of results. (Eff. 3/01; Rev. 7/17, 7/19)

**REFERENCE #34:** Basic salary range plus ten percent (10%) shall be paid to Washington Military Department employees that are qualified and required to carry a firearm while on duty. (Eff. 7/02, Rev. 7/19)

## **APPENDIX E**

### **SPECIAL PAY RANGES AND NOTES**

#### **SPECIAL PAY RANGES**

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

#### **“E” RANGE**

This range is used for classes having a prevailing pay range, which is shorter than Washington’s standard range. An “E” range is a standard range with the first four (4) steps removed. The first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

#### **“G” RANGE**

This range is used for classes having a prevailing pay range which is shorter than Washington’s standard ranges. A “G” range is a standard range with the first six (6) steps removed. Thus, the first step of such a range is the same as Step G of the standard range having the same range number. Periodic increases through the steps of this range are made at the same intervals as through standard ranges, i.e., a two (2) step increase after six (6) months at Step G and two (2) annually thereafter up to the maximum step of the range.

#### **“IT Range”**

This range applies to specific job classes assigned to the Information Technology Professional Structure. Employees within an IT job family and job level will be assigned to one (1) range on the IT salary schedule. Periodic increases through the steps of a range are made at the same intervals as through standard ranges. Each range on the IT salary schedule is independent and not related to the other ranges within the schedule.

**APPENDIX F**  
**BARGAINING UNITS REPRESENTED BY THE WASHINGTON PUBLIC EMPLOYEES**  
**ASSOCIATION**

<b>Agency</b>	<b>PERC Description</b>	<b>Decision No.</b>
Agriculture	Non-Supervisory Microbiology Lab Non-Supervisory Classified	9066 9390
Blind, School for the	Non-Supervisory Teachers Certified Staff	9679
Center for Deaf and Hard of Hearing Youth	Non-Supervisory Teachers	8391
Licensing	Non-Supervisory Vehicle Service Investigators	RU-550
Liquor Control Board	Non-Supervisory Office-Clerical Non-Supervisory Liquor License Specialists	10615 8942
Military	Non-Supervisory Trades	12402
Natural Resources	Non-Supervisory Classified Supervisory Classified	10050 10051
Revenue	Non-Supervisory Classified	RU-498
State Patrol	Non-Supervisory Electronic Services Supervisors Technical Services Non-Supervisory Field Staff at State Fire Marshall's Office Supervisory Communications Commercial Vehicle Enforcement Officer 3 Non-Supervisory Information Technology Fleet Support Division	8363 10485 8436 RU-388 8568 RU-569

Prepared by the Washington State Office of Financial Management  
General Service Salary Schedule for Represented Employees  
Only applies to job classes assigned to the Information Technology Professional Structure  
Effective July 1, 2022  
3.25% Increase

WFSE- GG  
Coalition  
WPEA- GG  
WAFWP  
PTE Local 17  
Higher Ed. (see CBA)

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
01IT	Annual	57096	58548	59988	61488	63024	64596	66228	67884	69588	71316	73104	74928	76800
	Monthly	4758	4879	4999	5124	5252	5383	5519	5657	5799	5943	6092	6244	6400
	Hourly	27.34	28.04	28.73	29.45	30.18	30.94	31.72	32.51	33.33	34.16	35.01	35.89	36.78
	Standby	1.91	1.96	2.01	2.06	2.11	2.17	2.22	2.28	2.33	2.39	2.45	2.51	2.57
02IT	Annual	61368	62916	64488	66096	67764	69456	71184	72972	74796	76656	78576	80532	82548
	Monthly	5114	5243	5374	5508	5647	5788	5932	6081	6233	6388	6548	6711	6879
	Hourly	29.39	30.13	30.89	31.66	32.45	33.26	34.09	34.95	35.82	36.71	37.63	38.57	39.53
	Standby	2.06	2.11	2.16	2.22	2.27	2.33	2.39	2.45	2.51	2.57	2.63	2.70	2.77
03IT	Annual	65988	67632	69336	71064	72840	74676	76548	78456	80424	82428	84504	86616	88788
	Monthly	5499	5636	5778	5922	6070	6223	6379	6538	6702	6869	7042	7218	7399
	Hourly	31.60	32.39	33.21	34.03	34.89	35.76	36.66	37.57	38.52	39.48	40.47	41.48	42.52
	Standby	2.21	2.27	2.32	2.38	2.44	2.50	2.57	2.63	2.70	2.76	2.83	2.90	2.98
04IT	Annual	70932	72708	74508	76380	78288	80256	82260	84300	86412	88560	90768	93048	95376
	Monthly	5911	6059	6209	6365	6524	6688	6855	7025	7201	7380	7564	7754	7948
	Hourly	33.97	34.82	35.68	36.58	37.49	38.44	39.40	40.37	41.39	42.41	43.47	44.56	45.68
	Standby	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	3.12	3.20
05IT	Annual	76248	78156	80112	82104	84168	86268	88428	90636	92892	95220	97596	100032	102540
	Monthly	6354	6513	6676	6842	7014	7189	7369	7553	7741	7935	8133	8336	8545
	Hourly	36.52	37.43	38.37	39.32	40.31	41.32	42.35	43.41	44.49	45.60	46.74	47.91	49.11
	Standby	2.56	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

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WFSE- GG  
Coalition  
WPEA- GG  
WAFWP  
PTE Local 17  
Higher Ed. (see CBA)

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
06IT	Annual	80064	82056	84120	86220	88380	90588	92844	95172	97548	99984	102492	105060	107676
	Monthly	6672	6838	7010	7185	7365	7549	7737	7931	8129	8332	8541	8755	8973
	Hourly	38.34	39.30	40.29	41.29	42.33	43.39	44.47	45.58	46.72	47.89	49.09	50.32	51.57
	Standby	2.68	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61
07IT	Annual	84072	86172	88332	90528	92784	95100	97476	99912	102420	104976	107604	110292	113064
	Monthly	7006	7181	7361	7544	7732	7925	8123	8326	8535	8748	8967	9191	9422
	Hourly	40.26	41.27	42.30	43.36	44.44	45.55	46.68	47.85	49.05	50.28	51.53	52.82	54.15
	Standby	2.82	2.89	2.96	3.03	3.11	3.19	3.27	3.35	3.43	3.52	3.61	3.70	3.79
08IT	Annual	88248	90468	92736	95040	97428	99864	102372	104916	107544	110244	113004	115824	118716
	Monthly	7354	7539	7728	7920	8119	8322	8531	8743	8962	9187	9417	9652	9893
	Hourly	42.26	43.33	44.41	45.52	46.66	47.83	49.03	50.25	51.51	52.80	54.12	55.47	56.86
	Standby	2.96	3.03	3.11	3.19	3.27	3.35	3.43	3.52	3.61	3.70	3.79	3.88	3.98
09IT	Annual	92688	94992	97368	99816	102288	104868	107484	110160	112920	115752	118644	121620	124644
	Monthly	7724	7916	8114	8318	8524	8739	8957	9180	9410	9646	9887	10135	10387
	Hourly	44.39	45.49	46.63	47.80	48.99	50.22	51.48	52.76	54.08	55.44	56.82	58.25	59.70
	Standby	3.11	3.18	3.26	3.35	3.43	3.52	3.60	3.69	3.79	3.88	3.98	4.08	4.18
10IT	Annual	97308	99744	102228	104784	107400	110088	112836	115656	118560	121512	124548	127656	130860
	Monthly	8109	8312	8519	8732	8950	9174	9403	9638	9880	10126	10379	10638	10905
	Hourly	46.60	47.77	48.96	50.18	51.44	52.72	54.04	55.39	56.78	58.20	59.65	61.14	62.67
	Standby	3.26	3.34	3.43	3.51	3.60	3.69	3.78	3.88	3.97	4.07	4.18	4.28	4.39

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

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 Effective July 1, 2022  
 3.25% Increase

WFSE- GG  
 Coalition  
 WPEA- GG  
 WAFWP  
 PTE Local 17  
 Higher Ed. (see CBA)

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
11IT	Annual	102180	104736	107352	110040	112776	115608	118500	121464	124500	127608	130812	134076	137424
	Monthly	8515	8728	8946	9170	9398	9634	9875	10122	10375	10634	10901	11173	11452
	Hourly	48.94	50.16	51.41	52.70	54.01	55.37	56.75	58.17	59.63	61.11	62.65	64.21	65.82
	Standby	3.43	3.51	3.60	3.69	3.78	3.88	3.97	4.07	4.17	4.28	4.39	4.49	4.61

Standby rate is equal to 7% of the hourly rate

\*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF REVENUE  
AND  
THE OFFICE OF FINANCIAL MANAGEMENT (OFM),  
STATE HUMAN RESOURCES, LABOR RELATIONS SECTION**

Following a demand to bargain with the WPEA in 2014, regarding the installation of cameras installed to protect the assets and security of staff due to the significant influx of cash, an MOU was reached regarding the purpose of the cameras, the use of footage, etc. The current MOU below reflects minor modifications as a result of additional bargaining that has occurred since 2014 related to security cameras used to protect assets and security of staff.

- This agreement applies to the cameras installed and activated between August 2014 and September 2018.
- It is agreed that the sole purpose of the security system cameras is for ensuring the security of property and safety of employees, and is not to be used for evaluating or monitoring of employees.
- Camera footage is to be primarily used to investigate criminal activity or security incidents involving the security of assets or safety of employees. Camera footage may also be used for training/coaching purposes for employees handling cash. When recorded video is reviewed in response to a security incident, DOR will have the option to investigate policy violations revealed in the recording even if they are not central to the initial incident.
  - a) In accordance with Part 1 of this agreement and CBA Article 26.7, no additional footage will be utilized in the secondary investigation of the alleged policy violation, unless the violation qualifies as a security incident or criminal activity.
- Recorded footage will be retained for no more than thirty (30) days, except in the case of investigating a security incident.
- Recorded camera footage and live feed will only be accessed by designated DOR employees in accordance with Agency Policy 6.3.3 and the Least Privilege Principle outlined therein. Should agency policy change, DOR will give WPEA notice and opportunity to bargain.
- If the Agency is considering utilizing the video content for disciplinary action, the footage shall be made available for WPEA review upon request.
- The DOR will provide WPEA an initial list of individuals who have access to the recorded footage and live feeds. The DOR will provide an updated version of the list at least semi-annually, upon request.

- If any modifications are performed to the cameras or their field of vision, the WPEA will be provided notice and an opportunity to bargain. Upon request, WPEA will also have an opportunity to review the modifications.

/s/	12/18/18
Betty Devos	Date
Labor Relations Manager	
Dept. of Revenue	

/s/	12/18/18
Lane Hatfield	Date
Contract Administration Director	
WPEA	

/s/	12/18/18
Shea Gomez	Date
Labor Negotiator	
OFM/SHR/LRS	

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**Rescission of Section 35.7 A - Temporary Reduction of Work Hours (Furloughs)  
and Reopener for Furloughs and Juneteenth Holiday Memorandum of Understanding  
and the Adding of the Juneteenth Holiday**

This Memorandum of Understanding (MOU) is entered into between the State of Washington (State/Employer) and the Washington Public Employees Association (WPEA/Union), as part of the parties' 2021-2023 Collective Bargaining Agreement (CBA), and as a result of significant budget improvements for the State regarding previous furlough provisions and recent legislation regarding the Juneteenth holiday. The parties hereby agree to the following provisions:

1. The MOU agreed to by the parties during negotiations for the 2021-2023 CBA, entitled "Section 35.7 A - Temporary Reduction of Work Hours (Furloughs) and FY 23 Reopener re: Furlough Adjustments and a Juneteenth Holiday" is hereby rescinded and stricken from the CBA in its entirety.
2. A Juneteenth Day will be added as a paid legal holiday in Article 10 – Holidays, Section 10.1, in accordance with our shared values and commitment to equality and equity in public service. The parties recognize that observing Juneteenth is a way to commemorate the end of slavery in the United States, to honor all those who have paved the road to freedom, and to allow for critical reflection on the progress that must continue. The adding of the Juneteenth Holiday will result in the following CBA, Section 10.1 tracked changes:

**10.1 Holidays**

The following days are legal holidays as designated by statute:

1. New Year's Day	First day of January
2. Martin Luther King Jr. Day	Third Monday of January
3. President's Day	Third Monday of February
4. Memorial Day	Last Monday of May
5. Juneteenth Day	June 19 <sup>th</sup>
6. Independence Day	July 4 <sup>th</sup>
7. Labor Day	First Monday of September
8. Veterans' Day	November 11 <sup>th</sup>
9. Thanksgiving Day	Fourth Thursday of November
10. Native American Heritage Day	Day immediately following the fourth Thursday in November
11. Christmas Day	December 25 <sup>th</sup>
12. Personal Holiday	As provided in Section 10.3 below

3. Nothing in this MOU precludes the Employer from implementing furloughs / temporary reduction in hours, temporary layoffs, or layoffs, in accordance with the CBA and management rights, based on future budgetary or other pertinent factors.

Effective July 1, 2021 through June 30, 2023.

For the State:

For the Union

/s/	6/16/2021
Valerie Inforzato	Date
Lead Negotiator, OFM	

/s/	6/16/2021
Dana Spain	Date
President	

**C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**Telework Discussion Workgroup**

This Memorandum of Understanding (MOU) is entered into between the State of Washington (State/Employer) and the Washington Public Employees Association (WPEA/Union), as part of the parties' 2021-2023 Collective Bargaining Agreement (CBA), to discuss post-COVID-19 ("Covid") telework/remote working conditions. These discussions are premised on the parties' recognition that remote work, where business needs can be met and productivity can be maintained, contributes to employee work-life balance and that during Covid-related remote operations, opportunities for employees to work remotely were greatly expanded. The parties agree to the following provisions:

1. From July 1 through December 31, 2021, the Employer and the Union will meet via web-conferencing, as a workgroup, no less than three (3) times on mutually agreeable dates and times. Additional meetings may be scheduled through January 31, 2022, if the parties mutually agree.
2. The objective of these meetings is for the parties to discuss and develop recommendations to each agency that is a part of this CBA, informed by the interests of the Governor's Office, the Office of Financial Management State Human Resources (OFM/SHR), the agency, and the agency's WPEA-represented employees. The telework recommendations developed by this workgroup will be reviewed and considered by each agency for updating, revising, and developing telework policies and procedures, as applicable.
3. The workgroup is tasked with developing recommendations on the following:
  - a. How to improve and expand the availability of telework opportunities for employees, from what existed prior to Covid-related teleworking;
  - b. Remote working conditions, position and employee eligibility criteria (e.g. the Employer's onsite staffing needs), locations, notifications, equipment, networks, ergonomic assessments, and other related provisions (anticipated agency variations on tools, equipment, criteria etc.);
  - c. Circumstances when individuals holding positions otherwise eligible for telework may be denied a telework agreement; and
  - d. Definitions of over-arching terms, such as "remote work," "telework", "telework agreement" and "telecommute".

4. No less than 60 (sixty) calendar days prior to the first workgroup meeting, the Union may request information from the Employer, to allow for a fully informed discussion, which may include:
  - a. The number and percentage of each agency's WPEA-represented positions which are eligible for telework and employees who are approved for telework, both currently and prior to Covid-related teleworking;
  - b. A list of all positions that were not eligible to remote work during Covid-related remote operations; and
  - c. Each agency's current telework policy(ies).
5. At each meeting, the Union may have up to ten (10) total represented employees (no more than two [2] represented employees from the same agency), and the Employer may have up to ten (10) total representatives from the nine (9) agencies included in this CBA and OFM. 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.
6. The Union shall provide to each agency's labor relations / human resources representative the names of its members attending the meetings, at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of the employees.
7. Employees attending the 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. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per meeting. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel costs and per diem expenses of employee representatives.
8. Each agency without a telework or remote work policy is encouraged to develop one in accordance with their agency's policy development procedure by June 30, 2022.
9. This MOU is not subject to the grievance process in the CBA.

Effective July 1, 2021 through June 30, 2022.

<u>/s/</u>	<u>2/3/2021</u>	<u>/s/</u>	<u>2/9/2021</u>
Valerie Inforzato	Date	Sarah Derry	Date
Lead Negotiator, OFM		Lead Negotiator, WPEA	

**D. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**The Department of Natural Resources – COVID-19 Vaccination Requirement**

As directed by the Commissioner of Public Lands and consistent with the Governor's proclamation 21-14.1, including definitions, all employees of the Department of Natural Resources are now required to become fully vaccinated or have an approved accommodation.

All employees will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this Memorandum of Understanding (MOU). Wildland firefighters and members of incident management teams who are deployed to fires and, due to fire activity, are unable to be fully vaccinated by October 18 will be granted a two week extension to November 1, 2021.

The parties agree to the following:

**1. Conditions of Employment and Leave**

- a. If the provisions in the following Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated by October 18, 2021, the employee will be subject to separation with the last day of employment on October 18, 2021.
- b. If an employee has submitted an exemption request by September 30, 2021, and cooperates with the process, the following will apply:
  - i. If an employee's accommodation request, at the exemption step, is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided.
  - ii. If an employee's exemption request has been approved, but an accommodation has not been identified by October 18, 2021:
    - (a.) If the employee's work can be performed remotely and business needs can be met, as determined and approved by the Employer, the employee will be assigned to telework after October 18, 2021 until an accommodation determination is made; or
    - (b.) If the employee's work cannot be performed remotely, as determined by the Employer, the employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, after October 18, 2021, until an accommodation determination is made.

iii. If an employee's exemption request is denied or an accommodation is not available, the employee will have fifty-five (55) calendar days to become fully vaccinated.

(1.) The employee must provide proof of receiving their first dose within ten (10) calendar days of the determination notification. Failure to provide this proof will result in separation.

(2.) The employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, during the fifty-five (55) calendar days.

(3.) The employee must provide proof of being fully vaccinated within the fifty-five (55) calendar days. Failure to provide proof of being fully vaccinated within the fifty-five (55) calendar day period will result in separation.

c. If an employee has received their first dose by October 18, 2021, but will not be fully vaccinated by October 18, 2021, the employee will have up to forty-five (45) calendar days, from the date they received their first dose, to become fully vaccinated.

i. Prior to October 18, 2021, the employee must provide proof of receiving their first dose. Failure to provide this proof will result in separation with the last day of employment on October 18, 2021.

ii. After October 18, 2021, the employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, until they become fully vaccinated.

iii. The employee must provide proof of being fully vaccinated within the forty-five (45) calendar days. Failure to provide proof of being fully vaccinated within the forty-five (45) calendar day period will result in separation.

d. Timeline extensions under Subsections 1b and 1c will not extend non-permanent, project or seasonal appointment end dates.

e. Separation Process:

i. Notice of pre-separation for non-vaccination status will be sent to impacted employees by October 1, 2021, via U.S. Mail and work e-mail, if a work e-mail address is available. The notice will include: an opportunity to respond to the pre-separation notice, either at a virtual meeting scheduled by the Employer or in writing if the employee prefers and that the employee is entitled to Union representation.

ii. The Employer will provide to the Union a list of these employees by

October 8, 2021.

- iii. If the foregoing provisions in Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated, notice of separation will be sent to the employee.
- iv. This process is not precedent setting.

## **2. Medical or Religious Exemptions and Accommodation Process**

- a. Employees will inform their supervisor or HR representative, either verbally or in writing, to request a medical or religious exemption and accommodation.
  - i. Accommodation request forms will be posted to the agency's SharePoint site and will be provided to employees upon request.
  - ii. Employees are strongly encouraged to submit completed necessary materials no later than September 30, 2021 to better ensure their requests are processed timely. However, to the extent that requests are received after that date, the Employer will continue processing requests received through October 18, 2021.
- b. Based on the information submitted, the Employer will determine whether a medical or religious exemption is approved.
  - i. The employee will be notified in writing of the exemption determination.
  - ii. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
  - iii. If the employee's request for an exemption is approved, their request will proceed to the accommodation process.
- c. If an employee's request for a medical or religious exemption is approved, the Employer will determine, through the interactive accommodation process, whether an accommodation can be provided, the form of the accommodation, and the duration of the accommodation.
  - i. The Employer will conduct a diligent review and search for possible accommodations within the agency. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions. The Employer will consider telework in its determination.
  - ii. An employee requesting accommodation must cooperate with the Employer in the interactive process and discuss the need for and possible form of any accommodation, timely engaging in the interactive process until the completion of the accommodation process and an accommodation

determination is made by the Employer of whether an accommodation can or cannot be provided.

iii. The employee will be notified in writing of the accommodation determination.

iv. If an accommodation is not available, the employee will be provided information on how to request a reassignment.

v. If the employee declines the accommodation offered by the Employer, the employee will be subject to separation, except as provided under Subsections 1b and 1c.

- d. Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed or shared by the Employer on a need-to-know basis.
- e. Upon request, an employee will be provided a copy of the information they submitted for their accommodation request.
- f. An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request to the agency's HR Office in accordance with WAC 357-46-090 through -105. Following a disability separation, individuals may request reemployment in accordance with the requirements of WAC 357-19-475.

### **3. Vaccination Verification**

Information disclosed to the Employer during the vaccination verification process will only be accessed or shared by the Employer on a need-to-know basis.

### **4. Vaccine Access and Education**

- a. Employees who have difficulty accessing vaccinations, due to their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites upon request.
- b. Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked, not to exceed one (1) day per vaccination dose, except in extraordinary circumstances, such as when the vaccination is not available locally, and subject to supervisor approval. The Employer may require that the time be supported by documentation.
- c. OFM will provide employee vaccination rate data to the Union no later than two weeks following the parties' signing of this MOU and will provide updated reports as they are generated, bi-weekly at a minimum. This data will

be provided in Excel format and will be broken down by agency as applicable and further broken down by institution as applicable.

## **5. Workplace Safety**

- a. The Employer will develop protocols regarding masking and screening requirements using DOH, L&I, and CDC guidance as well as state mandates.
- b. If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.

## **6. Personal Leave Day**

After October 19, 2021, and no later than December 31, 2021, employees' leave accounts will be credited one (1) additional personal leave day. This personal leave day has no cash value and must be taken by December 31, 2022.

## **7. Agency Plan and Emergency Contracting**

Any formalized agency plan developed by the Employer regarding staffing impacts due to vacancies created by the vaccination directive will be provided to the Union as soon as administratively feasible. The Employer will satisfy its collective bargaining obligations on a matter that is a mandatory subject not covered in the CBA in accordance with Article 49 - Mandatory Subjects.

Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions.

## **8. Retirement**

If an employee is not fully vaccinated by October 18, 2021 and has provided verification from the Department of Retirement Systems (DRS) that they have submitted retirement paperwork, the employee may use accrued leave or leave without pay until their retirement date. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions contained in the Collective Bargaining Agreement.

9. Leave without pay taken in accordance with this MOU will not impact seniority dates.
10. By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.
11. If a provision in this MOU conflicts with the CBA, the provision of this MOU will supersede the CBA.

**The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.**

**The provisions contained in this MOU shall take effect upon the parties' signing this MOU.**

For the State/Employer:

For the Union:

\_\_\_\_\_/s/ 10/1/2021\_\_\_\_\_  
Valerie Inforzato  
Labor Negotiator

\_\_\_\_\_/s/ 10/1/2021\_\_\_\_\_  
Amanda Hacker  
Contract Administration Director

**E. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**WPEA-GG - Represented Agencies, except for The Department of Natural Resources,  
COVID-19 Vaccination Requirement**

Consistent with the Governor's proclamation 21-14.1, including definitions, all employees are now required to become fully vaccinated or have an approved accommodation.

All employees will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this Memorandum of Understanding (MOU).

The parties agree to the following:

**1. Conditions of Employment and Leave**

- a. If the provisions in the following Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated by October 18, 2021, the employee will be subject to separation with the last day of employment on October 18, 2021.
- b. If an employee has submitted an exemption request by September 30, 2021, and cooperates with the process, the following will apply:
  - i. If an employee's exemption request, at the exemption step, is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided.
  - ii. If an employee's exemption request has been approved, but an accommodation has not been identified by October 18, 2021:
    - (a.) If the employee's work can be performed remotely and business needs can be met, as determined and approved by the Employer, the employee will be assigned to telework after October 18, 2021 until an accommodation determination is made; or
    - (b.) If the employee's work cannot be performed remotely, as determined by the Employer, the employee must use applicable vacation leave, personal leave day, personal holiday, compensatory time, exchange time, leave without pay or a combination of these, after October 18, 2021, until an accommodation determination is made.

iii. If an employee's exemption request is denied or an accommodation is not available, the employee will have fifty-five (55) calendar days to become fully vaccinated.

(1.) The employee must provide proof of receiving their first dose within ten (10) calendar days of the determination notification. Failure to provide this proof will result in separation.

(2.) The employee must use applicable vacation leave, personal leave day, personal holiday, compensatory time, exchange time, leave without pay or a combination of these, during the fifty-five (55) calendar days.

(3.) The employee must provide proof of being fully vaccinated within the fifty-five (55) calendar days. Failure to provide proof of being fully vaccinated within the fifty-five (55) calendar day period will result in separation.

c. If an employee has received their first dose by October 18, 2021, but will not be fully vaccinated by October 18, 2021, the employee will have up to forty-five (45) calendar days, from the date they received their first dose, to become fully vaccinated.

i. Prior to October 18, 2021, the employee must provide proof of receiving their first dose. Failure to provide this proof will result in separation with the last day of employment on October 18, 2021.

ii. After October 18, 2021, the employee must use applicable vacation leave, personal leave day, personal holiday, compensatory time, exchange time, leave without pay or a combination of these, until they become fully vaccinated.

iii. The employee must provide proof of being fully vaccinated within the forty-five (45) calendar days. Failure to provide proof of being fully vaccinated within the forty-five (45) calendar day period will result in separation.

d. Timeline extensions under Subsections 1b and 1c will not extend non-permanent, project or seasonal appointment end dates.

e. Separation Process:

i. A pre-separation notice for non-vaccination status will be sent to impacted employees by October 1, 2021, via U.S. Mail or work e-mail, if a work e-mail address is available. The notice will include the reason for the intended separation and an opportunity for the employee to respond to the pre-separation notice, either in a written response or at a pre-separation virtual meeting scheduled by the Employer, at the

employee's preference; and the employee is entitled to Union representation at a pre-separation meeting.

- ii. The Employer will provide to the Union a list of these employees or a copy of the notice, at the Employer's option, by October 8, 2021.
- iii. If the foregoing provisions in Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated, notice of separation will be sent to the employee.
- iv. This process is not precedent setting.

## **2. Medical or Religious Exemptions and Accommodation Process**

- a. Employees will inform their supervisor or HR representative, either verbally or in writing, to request a medical or religious exemption and accommodation.
  - i. Exemption request forms are provided to employees.
  - ii. Employees are strongly encouraged to submit completed necessary materials no later than September 30, 2021 to better ensure their requests are processed timely. However, to the extent that requests are received after that date, the Employer will continue processing requests received through October 18, 2021.
- b. Based on the information submitted, the Employer will determine whether a medical or religious exemption is approved.
  - i. The employee will be notified in writing of the exemption determination.
  - ii. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
  - iii. If the employee's request for an exemption is approved, their request will proceed to the accommodation process.
- c. If an employee's request for a medical or religious exemption is approved, the Employer will determine, through the interactive accommodation process, whether an accommodation can be provided, the form of the accommodation, and the duration of the accommodation.
  - i. The Employer will conduct a diligent review and search for possible accommodations within the agency. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions. The Employer will consider telework in its determination.

- ii. An employee requesting accommodation must cooperate with the Employer in the interactive process and discuss the need for and possible form of any accommodation, timely engaging in the interactive process until the completion of the accommodation process and an accommodation determination is made by the Employer of whether an accommodation can or cannot be provided.
  - iii. The employee will be notified in writing of the accommodation determination.
  - iv. If an accommodation is not available, the employee will be provided information on how to request a reassignment.
  - v. If the employee declines the accommodation offered by the Employer, the employee will be subject to separation, except as provided under Subsections 1b and 1c.
- d. Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed or shared by the Employer on a need-to-know basis.
- e. Upon request, an employee will be provided a copy of the information they submitted for their accommodation request.
- f. An employee separated due to a medical disability will be placed in the General Government Transition Pool Program if they submit a written request to the agency's HR Office in accordance with WAC 357-46-090 through -105. Following a disability separation, individuals may request reemployment in accordance with the requirements of WAC 357-19-475.

### **3. Vaccination Verification**

Information disclosed to the Employer during the vaccination verification process will only be accessed or shared by the Employer on a need-to-know basis.

### **4. Vaccine Access and Education**

- a. Employees who have difficulty accessing vaccinations, due to their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites upon request.
- b. Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked, not to exceed one (1) day per vaccination dose, except in extraordinary circumstances, such as when the vaccination is not available locally, and subject to supervisor approval. The Employer may require that the time be supported by documentation.

- c. OFM will provide employee vaccination rate data to the Union no later than two weeks following the parties' signing of this MOU and will provide updated reports as they are generated, bi-weekly at a minimum. This data will be provided in Excel format and will be broken down by agency as applicable and further broken down by institution as applicable.

## **5. Workplace Safety**

- a. In accordance with current mandates, DOH, L&I, and CDC as well as federal, state and/or local guidelines:
  - i. Employee and visitor masking will be required as outlined by the above referenced guidelines.
  - ii. Symptom screenings will continue in accordance with the above referenced guidelines.
- b. If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.

## **6. Paid leave**

- a. When an employee tests positive using a rapid test at screening and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank.
- b. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.

## **7. Personal Leave Day**

After October 19, 2021, and no later than December 31, 2021, employees' leave accounts will be credited one (1) additional personal leave day. This personal leave day has no cash value and must be taken by December 31, 2022.

## **8. Agency Plan and Emergency Contracting**

Any formalized agency plan developed by the Employer regarding staffing impacts due to vacancies created by the vaccination directive will be provided to the Union as soon as administratively feasible. The Employer will satisfy its collective bargaining obligations on a matter that is a mandatory subject not covered in the CBA in accordance with Article 49 - Mandatory Subjects.

Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions.

## **9. Retirement**

If an employee is not fully vaccinated by October 18, 2021 and has provided verification from the Department of Retirement Systems (DRS) that they have submitted retirement paperwork, the employee may use accrued leave or leave without pay until their retirement date. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions contained in the Collective Bargaining Agreement.

**10.** Leave without pay taken in accordance with this MOU will not impact seniority dates.

**11.** By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.

**12.** If a provision in this MOU conflicts with the CBA, the provision of this MOU will supersede the CBA.

**The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.**

**The provisions contained in this MOU shall take effect upon the parties' signing this MOU.**

For the State/Employer:

For the Union:

\_\_\_\_\_/s/ 10/1/2021\_\_\_\_\_  
Valerie Inforzato  
Labor Negotiator

\_\_\_\_\_/s/ 10/1/2021\_\_\_\_\_  
Amanda Hacker  
Contract Administration Director

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1<sup>st</sup> day of July 2021.

For the Washington Public Employees Association:

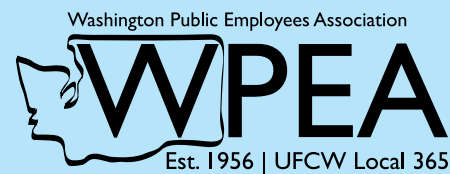
\_\_\_\_\_/s/  
Dana Spain  
WPEA President

For the State of Washington:

\_\_\_\_\_/s/  
Jay Inslee  
Governor

\_\_\_\_\_/s/  
Diane Lutz, Section Chief  
OFM/SHR, Labor Relations and  
Compensation Policy Section

\_\_\_\_\_/s/  
Valerie Inforzato, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section



It is your responsibility to notify WPEA if  
your employment status changes and you  
are no longer covered by this contract.

*Additional versions of memorandums or understanding (MOUs)  
may be added or changed over the life of the contract. Please  
check our online version or contact WPEA directly.*

**[www.wpea.org](http://www.wpea.org)**

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