

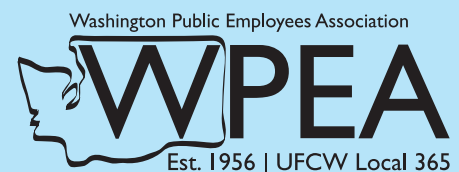
Effective July 1, 2023  
through June 30, 2025

Collective Bargaining Agreement  
by and between the

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

GENERAL GOVERNMENT  
**2023-2025**

COLLECTIVE BARGAINING AGREEMENT



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**SIGNATURE PAGE**

## **PREAMBLE**

This Agreement is entered into by the state of Washington, referred to as the “Employer,” and the Washington 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, pregnancy, 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; the trial service period may be adjusted during the course of the in-training plan; 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 or a temporary reduction of work hours under Section 35.7, Temporary Reduction of Work Hours or Layoff – Employer Option.
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 or a temporary reduction of work hours under Section 35.7, Temporary Reduction of Work Hours or Layoff – Employer Option.
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 process 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 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 overtime as specifically defined in Section 41.28, Wildfire Suppression and Other Emergency Duties Compensation – Department of Natural Resources.

#### **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.
- C. 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 30 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 Collective Bargaining 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 Collective Bargaining Agreement (CBA) is important. The Union will provide training on this CBA 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.
- C. The Union will provide to the Employer the names of the shop stewards attending the training at least seven (7) calendar days in advance of the training.

#### 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 - LICENSURES, CERTIFICATIONS, AND OTHER QUALIFICATIONS OF EMPLOYMENT**

9.1 The Employer and the Union recognize the necessity for bargaining unit employees to meet and maintain applicable licensures certifications, and/or other qualifications for their position or employment.

9.2 Agencies will follow their policies and/or practices related applicable to licensures, certifications, and/or other qualifications for positions or employment. Changes to these policies and/or practices are subject to Article 49 – Mandatory Subjects.

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, or if the employee no longer meets or maintains a qualification for their position or employment. The notification will be within twenty-four (24) hours of the expiration, restriction, revocation, suspension, or no longer meeting or maintaining the qualification, or prior to their next scheduled

shift, whichever occurs first.

9.4 An employee who fails to meet or maintain an applicable licensure, certification, and/or other qualification for their position or employment may be subject to a non-disciplinary separation.

## **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 19th
6. Independence Day	July 4th
7. Labor Day	First Monday of September
8. Veterans' Day	November 11th
9. Thanksgiving Day	Fourth Thursday of November
10. Native American Heritage Day	Day immediately following the fourth Thursday in November
11. Christmas Day	December 25th
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 or designee in accordance with agency policy or their work unit procedure, 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 31 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;
  - 5. Sick or temporarily disabled because of pregnancy disability;
  - 6. Taking parental leave to bond with the employee's newborn, adoptive, or foster child;
  - 7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
  - 8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.
- 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 10.99.020: 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" "or family member" is defined to include:
    - a. Child, including biological, adopted, or foster child, stepchild, grandchild or child for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;
    - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who

stood in loco parentis when the employee was a minor child;

- c. Spouse;
- d. Registered domestic partner as defined by RCW 26.60;
- e. Grandparent; or
- f. Sibling.

- 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 U.S. 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;
  - 6. For the purpose of parental leave to bond with the employee's newborn, adoptive or foster child;
  - 7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability; or

8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointments or treatments.
- 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, personal leave day, personal holiday, and compensatory time reserves if the employee qualifies under Subsection 13.2 A.1 - 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 leave day, personal holiday, and compensatory time; or
  2. Vacation leave and paid military leave allowed under RCW 38.40.060, personal leave day, personal holiday, and compensatory time if the employee qualifies under Subsection 13.2 A.2 – the employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty (40) hours of accrued vacation leave and up to forty (40) hours of paid military leave; or
  3. Vacation leave, personal leave day, personal holiday, and compensatory time if the employee qualifies under Subsections 13.2 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 leave day, personal holiday, and compensatory time; or
  4. Vacation leave, sick leave, personal leave day, personal holiday, and compensatory time if the employee qualifies under Subsection 13.2 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 leave day, personal holiday, and compensatory time; or
  5. Vacation leave, sick leave, personal leave day, personal holiday, and compensatory time if the employee qualifies under Subsections 13.2 A.7 or A.8 – 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 leave day, 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 13.2 A.1, A.4, A.5, and A.6; or
  2. Vacation leave and military leave if the employee qualifies under Subsection 13.2 A.2.
- 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 Subsection 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 approved for an employee that suffers from an illness, injury, impairment,
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or physical or mental condition which is of an extraordinary or severe in nature may not be returned until one of the following occurs, in accordance with RCW 41.04.665(10)(a)(i) or (ii):

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

With the exception of Section 15.4 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 Federal Family and Medical Leave Act of 1993 (FMLA)**

- A. Consistent with the FMLA and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave 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. FML to care for a spouse, son, daughter, or parent, who suffers from a serious health condition that requires on-site care or supervision by the employee.
  4. FML for a qualifying exigency when the employee's spouse, child of any age, or parent is on active duty or called to active duty status of the Armed Forces, Reserves, or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
  5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent, or next of kin of a covered service member 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 Leave and leave taken for the other FMLA qualifying reasons.
- The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FML.
- B. Entitlement to FML for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one-thousand two-hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.
- D. The FML entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FML. Each time an employee takes FML during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- E. The Employer will continue the employee's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of leave covered by FML. The employee will be required to pay the employee share of health insurance, life insurance and disability insurance premiums.
- F. The Employer has the authority to designate absences that meet the criteria of the FML. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for an FML qualifying event will run

concurrently with, not in addition to, the use of the FML for that event. An employee, who meets the eligibility requirements listed in Section 15.1, may request FML run concurrently with absences due to work-related illness or injury covered by workers' compensation or assault benefits, at any time during the absence. Any employee using paid leave for a FML qualifying event must follow the notice and certification requirements relating to FML usage in addition to any notice and certification requirements relating to the paid leave.

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

## 15.2 Parental Leave

Parental leave shall be granted to the employee for the purpose of bonding with their newborn, adoptive, or foster child. Parental leave may extend up to six (6) months, including time covered by FML, during the first year after the child's birth or placement. Leave beyond the period covered FML 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 FML for baby bonding purposes.

## 15.3 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, shared leave, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

## 15.4 Washington 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

The employee may use sick leave, vacation leave, compensatory time, personal holiday, personal leave day, or bereavement leave, as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the 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 45.10)

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

- A. Employees who are not required to work, per Subsection 16.1 B, (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 or other positions for which they are deemed qualified 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.
- C. At the discretion of the Employer, employees may be assigned to or allowed to telework. Employees who are ineligible or unable to perform alternate work opportunities referenced in B or C of this Section may be eligible for leave as outlined in Section 16.3 or subject to a temporary reduction of work hours or a temporary layoff consistent with Section 35.7 of Article 35, Layoff and Recall.

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 physically report to work, remain at work, or telework due to conditions caused by inclement weather, natural disasters, other emergency circumstances, 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 conditions caused by severe inclement weather, a natural disaster, or other emergency circumstances 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, a natural disaster, or other emergency circumstances will not have their leave restored.

16.5 Tardiness due to an employee's inability to report for scheduled work because of conditions caused by inclement weather, natural disasters, other emergency circumstances, 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, or search and rescue efforts.**

### **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 for CDHY or WSSB;
- 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 for CDHY or WSSB;
- 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 may be granted for child and elder care emergencies. In lieu of leave without pay, vacation leave, a personal holiday, personal leave day, compensatory time, or exchange time may also be used for child and elder care emergencies.

#### 18.9 Seasonal Career Employment for CDHY or WSSB

Leave without pay may be granted to CDHY or WSSB 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 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 DUTIES** **– DEPARTMENT OF NATURAL RESOURCES (DNR)**

## 20.1 Application of this Article

The provisions of this Article apply to all Department of Natural Resources (DNR) employees only when performing wildfire suppression or other emergency duties under the incident command system.

## 20.2 Deployment Dispatch Authority

The Employer retains sole authority to dispatch employees to wildfire suppression or other emergency duties, even when dispatched to inter-agency wildfire suppression or other emergency duties.

## 20.3 Wildfire Suppression or Other Emergency Duty Work Schedules

When performing wildfire suppression or other emergency duties, work schedules for wildfire suppression or other emergency duty personnel may be assigned schedules that are other than Monday through Friday and 8:00 a.m. to 4:30 p.m. Schedules shall provide for equitable rotation if requested by a majority of the affected employees.

## 20.4 Correctional Facility Duty Stations

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.

## 20.5 Rotational Wildfire Suppression or Other Emergency Duty Standby

When performing wildfire suppression or other emergency duties, separate rotational standby schedules may be established for incident command system positions. 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.

## 20.6 Compensation for Reacting to Potential Wildfire Suppression or Other Emergency Duties

When an employee is reacting to wildfire suppression or other emergency duties, they will be paid in accordance with Article 41, Section 41.28.

## 20.7 Union Access During Deployments

The Union will have access to emergency duty locations (the actual site of the wildfire or other emergency) where WPEA members are present. A Union representative who visits the emergency duty location will notify the on-site DNR agency representative upon their arrival for safety purposes, and the provisions of Article 38, Section 38.2 B will still apply.

## 20.8 Regular Days Off or Rest and Recuperation Days Miscellaneous Leave

- A. If the length of the wildfire suppression or other emergency duty deployment, regardless of duty station location(s), is:
  - At least ten (10) but less than fourteen (14) consecutive days, employees will receive one (1)

calendar day off; or

- At least fourteen (14) but less than twenty-one (21) consecutive days, employees will receive two (2) consecutive calendar days off; or
- Twenty-one (21) or more consecutive days, employees will receive three (3) consecutive calendar days off.

If a day(s) fall on their regularly scheduled workday(s), the employee will be compensated for their regularly scheduled work shift(s) as paid rest and recuperation miscellaneous leave. If a day(s) falls on the employee's regularly scheduled day(s) off, the employee will not receive paid rest and recuperation miscellaneous leave.

- B. If an employee is unable to take their consecutive regular days off or be scheduled for the consecutive rest and recuperation days during deployment and can continue to work safely, the consecutive days off or rest and recuperation days will occur consecutively beginning on the first calendar day after returning from deployment.
- C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from an emergency duty incident are excluded in calculating the consecutive days of deployment referred to above in Subsection 20.8 A.
- D. During the rest and recuperation miscellaneous leave, the employee will be paid at the employee's straight time hourly rate equivalent to their scheduled work shift.
- E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Appointing Authority, the DNR Wildfire Division Manager, and the employee. Approval to extend wildfire or other emergency duty deployment beyond fourteen (14) consecutive calendar days shall include a provision for scheduling the regular day(s) off and/or rest and recuperation day(s) miscellaneous leave if not already taken at the earliest opportunity consistent with safety and scheduling considerations.

#### 20.9 Normal Rest Periods

When an employee is deployed under the incident command system to wildfire suppression or other emergency duty, it is normally appropriate to grant a reasonable rest period after twelve (12) hours of duty. Except when precluded by extraordinary circumstances, a rest period is eight (8) or more continuous duty/travel free hours.

#### 20.10 Fit for Duty

As in all other instances, employees while deployed to wildfire suppression 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.

#### 20.11 Wildfire Suppression Base Camp

- A. DNR employees are not required to remain in a wildfire suppression 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.

#### 20.12 Laundry Services at Emergency Duty Locations

After five (5) consecutive calendar days at an emergency duty location, 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.

#### 20.13 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.

#### 20.14 Meals at Emergency Duty Locations

- A. Employees working in wildfire suppression or other emergency duty efforts are entitled to meals in accordance with agency guidelines:
- DNR will provide up to three (3) meals a day (breakfast, lunch, and/or dinner).
  - If a required meal is not provided, employees will receive per diem for the meal.
- 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 wildfire suppression or other emergency duty efforts and agrees to provide meals that meet or exceed the minimum nutritional requirements.

#### 20.15 Sleeping Bags at Emergency Duty Locations

At a wildfire emergency duty location, each employee who remains at the site overnight shall be provided a sleeping bag and a sleeping pad of good quality.

#### 20.16 Inclement Weather Facilities at Emergency Duty Locations

At a wildfire emergency duty location, during inclement weather, reasonably warm and dry facilities will be provided as soon as possible for eating and sleeping.

#### 20.17 Shower Facilities at Emergency Duty Locations

At an overnight wildfire emergency duty location, shower facilities including soap shall be made available as soon as possible when practicable.

#### 20.18 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.

The Employer and Union agree to meet and discuss in a Labor-Management Committee meeting alternatives to the Work Capacity Test.

**ARTICLE 21 - CREW SUPERVISION OF INCARCERATED INDIVIDUALS**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**

21.1 Crew size is normally ten (10) incarcerated individuals. However, after investigation of circumstances brought to the attention of the Employer by a crew supervisor, actions taken by the Employer to ensure the safety of the crew supervisor and the crew members may include adjustment of the crew size on a given day.

21.2 Crew supervisors are responsible for incarcerated individuals at all times while these individuals are under their supervision. Crew supervisors are responsible to immediately report incidents involving incarcerated individuals under their supervision, including but not limited to flight. Crew supervisors are not responsible for capturing incarcerated individuals who flee. While in a camp, crew supervisors are to be relieved of supervision of incarcerated individuals 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, Cannabis, 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 agency 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 cannabis by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:
  - 1. The premises are considered residences;
  - 2. The premises or state vehicles are used for the transportation, purchase, distribution, and sale of cannabis pursuant to state law; or
  - 3. The use or possession is required pursuant to a lawful investigation or dictated by official duties.

sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

### 23.3 Prescription Medications and Medical Cannabis

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 cannabis. 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), U.S. 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 eligible to be 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 an individual identified by the Employer who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained individual identified by the Employer.
- 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 by an outside certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance 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 individuals designated by the Employer. 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 70A.15 – 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 if the employee agrees. 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 agency will provide written guidance and expectations to them about telework eligibility or ineligibility. Telework is defined per agency policy.

## **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.

## **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 and/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. Acquiring this information by the Employer may require employees to sign a release of medical and/or health information. 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.

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.

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**

### **27.1 Applicability**

This Article applies only to Washington State Patrol Bargaining Unit.

### **27.2 WSP 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 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. 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.
- 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 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.
- D. Any employee who decides to take advantage of the terms of this Article will be required to send an Interoffice Communication (IOC) through the chain-of-command, which must be approved 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.
- E. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from a previously approved residence, the new residence location must comply with this Article.

27.4 WSP 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 by this Article 28 if there is a specific conflict between a provision in the policy and a provision in this Article. The Employer has the authority to determine the method of conducting investigations.

### 28.6 Alternative Assignments

An employee placed on an alternate assignment during an investigation will be informed of the general reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and may contact their Union representative. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified in writing.

28.7 Upon request, an employee has the right to a Union representative at an investigatory interview called by the Employer, if the employee believes discipline could result. Employees seeking representation are responsible

for contacting their representative. The exercise of this right will not unreasonably delay or postpone a meeting. The Employer will inform the employee of the purpose of the investigatory interview.

28.8 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. Employees seeking representation are responsible for contacting their representative. The exercise of this right will not unreasonably delay or postpone a meeting. Pre-disciplinary meetings will be offered prior to imposing reductions in pay, reductions in accrued annual leave, suspensions, demotions, and discharges.

28.9 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.

28.10 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.

28.11 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 via email or postmarked within fourteen (14) 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. through the Agency Head step of the grievance procedure. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

## **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 the Union that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement.

**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

By mutual agreement, the Employer and the Union 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

For grievances pertaining to discipline, non-disciplinary separation, disability separation, or layoff, the grievance must be filed within thirty (30) calendar days of the agency's notice or effective date of the discipline, separation, or layoff, whichever date is earlier. Any other 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. 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, if the Union invites the grievant to the meeting, 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, if the Union invites the grievant to the meeting, 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 forty-five (45) calendar days of receipt of the request, unless otherwise agreed, 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 2021-2023 Agreement will be processed to completion in accordance with the provisions of the 2021-2023 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, but are not limited to, the following files related to: affirmative action, attendance, background, L&I, legal defense, medical, payroll, and telework. File-keeping varies by agency.

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, including but not limited to any oral reprimand(s), 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
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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. The Union's request to bargain would be in accordance with Article 49, Mandatory Subjects. 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 Temporary 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 lay off 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 covered by this Collective Bargaining Agreement (CBA) 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 provisions of this Article 38 and 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 the Intranet

The Union and its members will not use state-owned or operated email, fax machines, the internet, or the intranet 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, email, or other electronic systems 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 a 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 and Newsstands

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 the following are met:

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The employee provides reasonable advance notice to the Employer's designated representative of their intent to distribute information; and
- D. The distribution normally occurs 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

### 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 20th 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, in-person or through a virtual platform, for no less than thirty (30) minutes during the employee's regular work hours to present information about the Union and the CBA. 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 Collective Bargaining Agreement Negotiations

#### A. Release Time

The Union will provide OFM/SHR/LRS with one bargaining team release request for all pre-planned formal negotiations dates. The Employer will approve paid release time for the first fifty-six (56) hours 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. Collective Bargaining Agreement Training

Training for the new CBA is set forth in Section 8.5 of the CBA.

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 due's 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. When reallocation is necessary because the director of State Human Resources creates, abolishes, or revises a class, and an employee's duties have not changed, an employee's base salary is determined as follows:
  - 1. An employee occupying a position reallocated to a class with the same or lower salary range of the same assigned salary schedule must be paid an amount equal to their previous base salary.
  - 2. An employee occupying a position reallocated to a class with a higher salary range of the same assigned salary schedule must have their base salary adjusted to the same step in the new range as held in the previous range. In unique circumstances (e.g., minimum wage adjustments), the Employer may determine a different salary placement other than step for step. Upon request of the Union, the Employer will bargain the salary effect(s).
  - 3. Upon request of the Union, the Employer will bargain the salary effect(s) of the newly proposed classification when an employee occupying a position is reallocated to a new class that is assigned to a range in a different salary schedule as the previous job class.
- C. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. 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. Salary placement for new employees will be established per Subsection 41.7 – Establishing Salaries for New Employees and New Classifications. Salary placement for classification reallocations of employees in existing positions that reflect a change in duties when an Employer changes the position's

duties or when an employee submits a position review request (PRR), will be determined per Subsection 40.4 – Salary Impact of Reallocation.

## 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 and the request to the agency's Human Resources Office to be date stamped.
- B. After each subsequent thirty (30) day period from the date of sending the request, the employee, upon request, will receive a status update of the position review from the Human Resources Office.
- C. 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.
- D. 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.
- E. 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.
- F. 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
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Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.
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IT Family includes: Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.

Level	The measure of complexity of work performed.
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IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager.

Class, Classes, and Classification (where used in reference to job classification) 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."

### **ARTICLE 41 - COMPENSATION**

#### 41.1 "General Service" Pay Range Assignments

- A. Effective July 1, 2023, 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, 2022, through June 30, 2023" that it was assigned on June 30, 2023. Effective July 1, 2023, each employee will continue to be assigned to the same step of the State Salary Schedule that they were assigned on June 30, 2023.
- B. Effective July 1, 2023, all salary ranges and steps of the "General Service Salary Schedule" will be increased by four percent (4%), as shown in Appendix B-1 (FY 24). This salary increase is based on the "General Service" Salary Schedule in effect on June 30, 2023.
- C. Effective July 1, 2024, all salary ranges and steps of the "General Service Salary Schedule" will be increased by three percent (3%), as shown in Appendix B-2 (FY 25). This salary increase is based on the "General Service" Salary Schedule in effect on June 30, 2024.
- D. Employees who are paid above the maximum for their range on the effective date of the increases described in the preceding Subsections 41.1 B and C will not receive the specified increase to their

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

#### 41.2 “SP” Pay Range Assignments

- A. Effective July 1, 2023, 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, 2022, through June 30, 2023” that it was assigned on June 30, 2023. Effective July 1, 2023, each employee will continue to be assigned to the same step of the “SP” Range Salary Schedule that they were assigned on June 30, 2023.
- B. Effective July 1, 2023, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by four percent (4%), as shown in Appendix C-1 (FY 24). This salary increase is based on the “SP” Salary Schedule in effect on June 30, 2023.
- C. Effective July 1, 2024, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by three percent (3%), as shown in Appendix C-2 (FY 25). This salary increase is based on the “SP” Salary Schedule in effect on June 30, 2024.
- D. Employees who are paid above the maximum for their range on the effective date of the increases described in the preceding Subsections 41.2 B and C will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

#### 41.3 “ITPS” Pay Range Assignments

- A. Effective July 1, 2023, 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, 2022, through June 30, 2023” that it was assigned on June 30, 2023. Effective July 1, 2023, each employee will continue to be assigned to the same step of the “ITPS” Range Salary Schedule that they were assigned on June 30, 2023.
- B. Effective July 1, 2023, all salary ranges and steps of the “ITPS” Range Salary Schedule will be increased by four percent (4%), as shown in Appendix G-1 (FY 24).
- C. Effective July 1, 2024, all salary ranges and steps of the “ITPS” Range Salary Schedule will be increased by three percent (3%), as shown in Appendix G-2 (FY 25). This salary increase is based on the “ITPS” Salary Schedule in effect on June 30, 2024.
- D. Employees who are paid above the maximum for their range on the effective date of the increases described in the preceding Subsections 41.3 B and C will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

#### 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 but below Step L will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees 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. Employees appointed to a bargaining unit position without previously having a periodic increment date set will have their date set according to the following:
  - 1. The date of appointment to the bargaining unit position if coming from a Washington Management Service (WMS) or Exempt Management Services (EMS) position; or
  - 2. Their original hire date into state service if hired at Step L of the range, and there is no break in state service.
- F. Except for Department of Natural Resources (DNR), seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.
- G. When a periodic increment date coincides with a promotional date, the periodic increment date will be applied first.
- H. 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

- A. The Employer may increase an employee's step within their salary range to address issues that are related to recruitment, retention, or other business reasons. Such an increase may not result in a salary greater than Step M of the range.
- B.
  - 1. Within resources available for these purposes, the Employer, at its sole discretion, may authorize additional pay to support the recruitment or retention of an incumbent or candidate for a specific position. At the Employer's discretion, up to a fifteen percent (15%) premium may be added to the employee's base salary or paid on a lump sum basis as described in the below Subsection 41.9 B.2
  - 2. In advance of authorizing a lump sum recruitment or retention payment, the Employer must establish express conditions in writing for the payment. The conditions must include a specified period of employment or continued employment. Any lump sum payment

under this Subsection 41.9 B must only be made after services have been rendered in accordance with conditions established by the Employer and become part of the employee's annual compensation for work performed prior to receipt of any funds.

3. Any additional pay granted under this Subsection 41.9 B is a premium that is not part of base salary. The premium is to be used only as long as the circumstances it is based on are in effect.

#### 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%) 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 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 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 two dollars and fifty cents (\$2.50) 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 two dollars and fifty cents (\$2.50) per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
2. 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.
- H. Employees who voluntarily request and are approved to work a flexible schedule that includes hours worked between 6:00 pm and 6:00 am will not be eligible for the payment of shift premiums contained in this Section 41.18.

#### 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. Employees who voluntarily request and are approved to work a flexible schedule that includes a split shift will not be eligible for the payment of premiums contained in this Section 41.19.

#### 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 E.

#### 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 2023-2025 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 Wildfire Suppression and Other Emergency Duty Compensation – Department of Natural Resources

##### A. Compensation for Typical Wildfire Suppression and Other Emergency Duties:

Department of Natural Resources (DNR) employees performing wildfire 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 wildfire duties.

Should the agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hours pay without excluding bona fide meal or sleep periods until the agency meets its obligation.

- C. Article 20, Wildfire Suppression and Other Emergency Duties, 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.

#### 41.30 Classification Specific Salary Adjustments for Recruitment or Retention / Compression or Inversion / Higher Level Duties and Responsibilities / Inequities and New Job Classifications

Effective July 1, 2023, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities, or inequities. Appendix I - Classification Specific Salary Adjustments and New Job Classifications identifies the impacted job classifications, new classifications, and the salary range for which each classification will be assigned.

### **ARTICLE 42 - HEALTH CARE**

\*This MOU is included as an attachment in this article

- 42.1 A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums, and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

- C. Section 42.1 (B) will expire June 30, 2025.

- 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 2024 and again in January 2025, 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 the 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 sixty-thousand dollars (\$60,000), or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  - 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  - 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two-thousand eighty-eight (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 an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

(See Article 42 related MOU E – Medical Flexible spending Arrangement Work group.)

### **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, potential make-up days, and tentative teaching assignments. 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
- A. The calendar will reflect two (2) pre-service mandatory duty days for classroom setup, planning, and/or preparation prior to the commencement of the academic year.
  - B. 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.
  - C. The rate of pay for the pre-service and in-service days will be set by the Vancouver School District in accordance with Section 41.4.

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. 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.

When an employee requests to use exchange time, the Employer will make reasonable efforts to approve the request, subject to the foregoing considerations.

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. If a CDHY or WSSB employee believes their workload is not achievable within the worktime authorized by the Employer, the employee may request a workload impact meeting with the program administrator to discuss workload concerns. This meeting will be scheduled at a mutually agreeable date and time. If the agreed date exceeds ten (10) workdays from the request, the parties must confirm their agreement via email. A refusal to meet, as provided, is subject to the Article 30 - Grievance Procedure. The outcome of the meeting is not subject to the grievance procedure; however, the employee may file a complaint with their appointing authority or designee about their workload not being achievable within the worktime authorized by the Employer.

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

45.10 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 Subsection 45.10 C.2.
  - 2. Leave without pay (if Subsection 45.10 C.1 leave is exhausted).
  - 3. If an employee has exhausted their five (5) days of sick leave under Subsection 45.10 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 Subsection 45.10 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. Subsection 45.10 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 thirty (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, 2023 and will remain in full force and effect through June 30, 2025.

52.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2024, and no later than February 28, 2024. 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**

Layoff units will be by order as follows:

#### **A. Division by County**

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

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

1. Chelan and Douglas
2. Benton and Franklin
3. Clark and Cowlitz
4. Grant and Adams

#### **B. County Only**

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

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

1. Chelan and Douglas
2. Benton and Franklin
3. Clark and Cowlitz
4. Grant and Adams

#### **C. Entire Division/Statewide**

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

#### **D. Entire Agency**

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

### **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 Resources 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-1**  
General Service Salary Schedule  
Effective July 1, 2023 through June 30, 2024

\*PLACEHOLDER

**APPENDIX B-2**  
General Service Salary Schedule  
Effective July 1, 2024 through June 30, 2025

\*PLACEHOLDER

**APPENDIX C-1**  
"SP" Range Salary Schedule  
Effective July 1, 2023 through June 30, 2024

\*PLACEHOLDER

**APPENDIX C-2**  
"SP" Range Salary Schedule  
Effective July 1, 2024 through June 30, 2025

\*PLACEHOLDER

## **APPENDIX D-1**

Information Technology Professional Structure (ITPS) Range Salary Schedule  
Effective July 1, 2023 through June 30, 2024

\*PLACEHOLDER

## **APPENDIX D-2**

Information Technology Professional Structure (ITPS) Range Salary Schedule  
Effective July 1, 2024 through June 30, 2025

\*PLACEHOLDER

## APPENDIX E 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>
Commercial Vehicle Enforcement Officer 3 (WSP Compliance Review)	457 M	5 percent	71
Commercial Vehicle Enforment Officer 3 (WSP New Entrant Program)	457M	5 percent	72
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>
Certified Cargo Tank and Level VI Radioactive Material Inspectors (WSP CVEO 3)		5 percent	74

Certified Instructors (WSP CVEO 3)		\$10.00/hour	37E
Dual Language Requirement		5 percent	18
Field Training Officers (WSP CVEO 3)		See Reference	73
Heavy equipment mechanic work greater than 26,000 GVW		20 percent	75
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 additional language(s), 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)

**REFERENCE #37E:** Commercial Vehicle Officers and Commercial Vehicle Enforcement Officers of the Washington State Patrol - Instructors of hazardous materials/dangerous goods, defensive tactics, post collision/brake technician, CVSA course materials, firearms, and EVOC, will be compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or receiving re-certification or instructor training.

**REFERENCE #71:** Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Commercial Vehicle Enforcement Officers (CVEO) permanently assigned to Compliance Review.

**REFERENCE #72:** Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Commercial Vehicle Enforcement Officers (CVEO) permanently assigned to the New Entrant Program completing duties to include performing the safety investigations on motor carriers in the State of Washington

**REFERENCE #73:** Employees who are assigned by the appointing authority to work as a Field Training Officer (FTO) – or the Communications Officer equivalent – will be compensated for documenting daily observations of a Student Officer for up to one (1) hour at the overtime rate for each duty day worked as an FTO, and up to one (1) hour at the overtime rate for time spent on the end of phase report.

**REFERENCE #74:** Basic salary plus five percent (5%) for WSP Commercial Vehicle Officers and Commercial Vehicle Enforcement Officers for certified Cargo Tank or Level VI Radioactive Material (RAM) inspectors while they conduct said inspections.

**REFERENCE #75:** Base salary plus twenty percent (20%) for heavy equipment mechanics, within the Equipment Technician series, required to regularly perform as part of their assigned duties hands-on mechanical maintenance, diagnostics, fabrication, calibration, and repair work on heavy equipment and vehicles greater than 26,000 GVW. (Eff. 7/23)

## **APPENDIX F**

### **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 G**  
**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 & Cannabis 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

## **APPENDIX H**

### **REDEPLOYMENT**

- H.1 In emergencies, there may be mandated conditions that are outside of the Employer's control requiring immediate redeployment of the workforce. When the Office of Financial Management Director (or Designee) has determined that it is necessary, employees with the necessary skills, abilities, and/or licensure may volunteer to be re-deployed outside their agency to another state agency at the direction of their Employer, to support staffing shortages. For the purpose of this Appendix, an emergency is an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any overtaken by such occurrences; or reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010.
- H.2 Agencies will identify when emergency staffing is needed, any emergent workforce shortages and the number of employees and skills required to fill those shortages. Other agencies may identify employees that can be redeployed to help fill the identified shortages. The technical details required for effective redeployment, including training, equipment needs, work assignments, and payroll/benefit reimbursement, will be determined on a case-by-case basis between the two agencies.
- H.3 The lending agency will notify the Union when they are redeploying an employee. The notification to the Union will include at a minimum which employees will be redeployed to an agency in need, the employee's current job class, the type of work and scope that will be performed for the receiving agency, and the anticipated duration. Upon request, the Employer will bargain with the Union over impacts of the redeployment within the scope of bargaining, in accordance with Article 49, Mandatory Subjects.
- H.4 Employees may be redeployed into a non-permanent appointment outside their agency. Non-permanent appointments will not exceed three (3) months. A non-permanent appointee must have the skills, abilities, and/or licensure required to perform the work. Employees who are redeployed to other agencies may remain in their current assigned positions and will not have their pay reduced when performing duties for another agency. Employees performing the full scope of duties of a higher level classification while working for another agency will be compensated according to the compensation provisions of their Collective Bargaining Agreement (CBA). The redeployed employee will comply with all safety and health practices and standards established by the receiving agency. The receiving agency will determine and provide the required safety devices, personal protective equipment and apparel needed. The receiving agency will provide employees with orientation and/or training to perform their jobs effectively and safely.
- H.5 Employees who are redeployed into a non-permanent position will have return rights and will be notified, in writing, of their return rights to their exact same position and work schedule they previously held at the time of redeployment.
- H.6 Employees who are in a nonpermanent appointment at the time of redeployment to another state agency will have their nonpermanent appointment extended at their lending agency

for the time period in which the employee was redeployed, but in accordance with the provisions of this CBA.

- H.7 Employees within a trial service period who are redeployed to another agency will have the time worked for the receiving agency applied toward their trial service. This does not preclude their Employer from extending their trial service period for other reasons, in accordance with the CBA.
- H.8 Travel time and mileage costs incurred by the employee during their redeployment with the receiving agency will be paid by the receiving agency in accordance with the SAAM.
- H.9 Employees who are redeployed to other agencies will be notified in advance if a background check is required by the receiving agency. Employees have the right to decline the redeployment if a background check is required.
- H.10 The Union agrees that the work performed by the employee for the receiving agency is only temporary to meet the emergent business needs and will not become bargaining unit work. If a redeployed employee is assigned bargaining unit work during an emergency, that bargaining unit work remains in the bargaining unit at the receiving agency.

**APPENDIX I (NEW)**  
**CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS**  
**AND NEW JOB CLASSIFICATIONS EFFECTIVE 7/1/2023**

**GS Pay Ranges**

CLASSIFICATION TITLE	CLASSIFICATION CODE	21-23 RANGE	23-25 RANGE
Chemist 2	515Q	54	56
Chemist 3	515R	60	62
Chemist 4	515S	66	68
Custodian 1	678I	30	32
Custodian 2	678J	32	34
Data Consultant 3	125C	54	56
Deputy State Fire Marshal	396L	59	62
Natural Resource Police Sergeant	387S	69	70
Electronic Communications Systems Technician, Field Technician	594F	59E	60E
Electronics Technician 4	592M	50G	52G
Fingerprint Supervisor	507K	54	56
Forest Crew Supervisor (Correction Facilities)	521S	44	47
Food Safety Compliance Specialist 4	393H	N/A	59
Food Safety Compliance Specialist 5	393I	N/A	62
Food Service Manager 2	677F	46	48
Grounds & Nursery Services Specialist 2	591J	32	34
Grounds & Nursery Services Specialist 4	591L	37	38
Investigator 3	427R	57	60
Maintenance Custodian	678H	34	36
Microbiologist 1	515J	48	50
Natural Resource Scientist 1	516K	44	47
Pesticide Regulation Specialist 1	572A	N/A	53
Pesticide Regulation Specialist 2	572B	N/A	56
Pesticide Regulation Specialist 3	572C	N/A	62
Public Benefits Specialist 4	165J	50	51
Scientific Technician 2	522F	36	40
Security Guard 2	385L	45	46
Security Guard 3	385M	47	48
Truck Driver 2	632 J	41G	43G
Truck Driver 3	632K	45G	47G
Wildland Fire Dispatcher 1	402H	N/A	38
Wildland Fire Dispatcher 2	402I	N/A	40

<b>CLASSIFICATION TITLE</b>	<b>CLASSIFICATION CODE</b>	<b>21-23 RANGE</b>	<b>23-25 RANGE</b>
Wildland Fire Dispatcher 3	402J	N/A	42
Wildland Fire Dispatcher 4	402K	N/A	44

**GS Pay Ranges**

<b>CLASSIFICATION TITLE</b>	<b>CLASSIFICATION CODE</b>	<b>21-23 RANGE</b>	<b>23-25 RANGE</b>
Commercial Vehicle Enforcement Officer 3	457M	56 SP	60 SP
Communications Officer 3	451H	53 SP	57 SP

**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	/s/	12/18/18
Betty Devos	Date	Lane Hatfield	Date
Labor Relations Manager		Contract Administration Director	
Dept. of Revenue		WPEA	

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

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

**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Public Employees Association (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union and which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the DSA.

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

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

Category 3 – Confidential information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

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

Category 4 – Confidential information requiring special handling that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

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

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

- a. The data that will be shared;
- b. The specific authority for sharing the data;
- c. The classification of the data shared;
- d. Access methods for the shared data;
- e. Authorized users and operations permitted;
- f. Protection of the data in transport and at rest;
- g. Storage and disposal of data no longer required;
- h. Backup requirements for the data if applicable; and
- i. Other applicable data handling requirements.

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

For the State/Employer:

For the Union:

/s/

Valerie Inforzato, OFM/SHR  
Labor Negotiator

/s/

Amanda Hacker, WPEA  
Contract Administration Director

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

**Re: Health & Safety and COVID-19 Vaccination Lump Sum Payment**

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' 2023-2025 Collective Bargaining Agreement (CBA) negotiations, regarding health and safety and an up-to-date COVID-19 vaccination with the parties agreeing as follows:

**1. Health and Safety**

It is the duty of the Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures.

**2. One-Time Lump Sum Payment for Providing Proof of Up-to-Date COVID-19 Vaccination**

a. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment if they meet the following conditions:

1. Employees who choose to voluntarily provide their Employer with proof of an up-to-date COVID-19 vaccination, which must include any vaccinations recommended by the U.S. Centers for Disease Control and Prevention at the time proof is provided to the Employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar (\$1,000) one-time lump sum payment to be paid no earlier than July 25, 2023. All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file.

2. The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and paid as soon as practicable based upon their agency's Human Resources and/or payroll processes.

(a.) Bargaining unit employees will only receive one (1) lump sum payment regardless of whether they occupy more than one (1) position within State government. Eligibility for the lump sum payment will be:

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

- ii. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
- (b.) Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023, and December 31, 2023.
- b. Employees who are no longer employed on July 1, 2023, are not entitled to receive the lump sum. This MOU will continue to be subject to the applicable provisions of RCW 41.80, including those of submission to OFM by October 1, 2022, financial feasibility determination, and legislative funding.

**Dated: October 13, 2022**

For the State/Employer:

For the Union:

/s/	9/13/2022
Valerie Inforzato, OFM/SHR	Date
Labor Negotiator	

/s/	9/13/2022
Amanda Hacker, WPEA	Date
Contract Administration Director	

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

**Implementing Recognition and Retention Lump Sum Payment**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Public Employees Association (Union) is entered into for the purposes of implementing a recognition and retention lump sum payment.

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

Was hired on or before July 1, 2022, and still employed on July 1, 2023, and did not experience a break in service. Employees who meet the definition of career seasonal are not considered to have a break in service.

- B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.
- C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.
1. For employees who hold more than one position within State government or higher education, the position for which they work the majority of their hours will be responsible for processing the lump sum payment.
  2. Payment eligibility is based on the employee's position on July 1, 2023.
- D. The amount of the lump sum payment for part-time and on-call employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.

For employees who hold more than one part-time and/or on-call position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).

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

For the State/Employer:

For the Union:

/s/

\_\_\_\_\_  
Valerie Inforzato, OFM/SHR  
Labor Negotiator

/s/

\_\_\_\_\_  
Amanda Hacker, WPEA  
Contract Administration Director

**E.     MEMORANDUM OF UNDERSTANDING  
          BETWEEN  
          THE STATE OF WASHINGTON  
          AND  
          PEBB COALITION OF UNIONS**

**Medical Flexible Spending Arrangement Work Group**

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between Health Care Authority (HCA), Office of Financial Management (OFM) and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1.     Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2.     Exploring the option of sharing a list of all eligible employees who did not use the two-hundred and fifty dollar (\$250.00) benefit for the previous calendar year.
3.     Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4.     Reviewing existing communications provided to new employees about the FSA benefit.
5.     Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6.     Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7.     Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

**This MOU will expire on June 30, 2025.**

<u>/s/</u>	<u>9/14/22</u>
Ann Green, OFM	Date
Lead Negotiator	

<u>/s/</u>	<u>9/14/22</u>
Jane Hopkins, President	Date
SEIU 1199NW	

<u>/s/</u>	<u>9/15/22</u>
Karen Estevenin,	Date
Executive Director	
PROTEC17	

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

**Re: FY24 and FY25 Lump Sum Payment for Bargaining Units at Washington State Center  
for Deaf and Hard of Hearing Youth (CDHY) and Washington State School for the Blind  
(WSSB)**

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' 2023-2025 Collective Bargaining Agreement (CBA) negotiations, regarding a lump sum payment for bargaining units at CDHY and WSSB with the parties agreeing as follows:

1. This MOU is entered into due to the unique circumstances related to the 23-25 WPEA bargaining cycle only.
2. This is a one-time non-precedent setting MOU.
3. The bargaining unit employees at CDHY and WSSB in permanent positions will receive a lump sum payment of one thousand dollars (\$1,000) twice in Fiscal Year 24 and twice in Fiscal Year 25, for a total of four thousand dollars (\$4,000) for the biennium. The first payment each fiscal year will be by the second January paycheck, and the second payment each fiscal year will be by the second June paycheck. An employee must be employed through the end of the first semester to receive the first paycheck and employed through the end of the second semester to receive the second paycheck.
4. The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and paid as soon as practicable based upon the agency's Human Resources and/or payroll processes.
  - a. Bargaining unit employees will only receive one (1) lump sum payment regardless of whether they occupy more than one (1) position within CDHY and/or WSSB. Eligibility for the lump sum payment will be:
    - (1.) Based upon the position in which work was performed on the date; or
    - (2.) If no work was performed on the date, then based on the position from which the employee receives the majority of compensation.
  - b. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions at CDHY and/or WSSB or are employed by both CDHY and WSSB.

5. This MOU will continue to be subject to the applicable provisions of RCW 41.80, including those of submission to OFM by October 1, 2022, financial feasibility determination, and legislative funding.

This MOU expires on June 29, 2025.

For the State/Employer:

For the Union:

/s/

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Valerie Inforzato, OFM/SHR  
Labor Negotiator

/s/

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Amanda Hacker, WPEA  
Contract Administration Director

**G. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION (OFM/LRS)  
AND  
WASHINGTON PUBLIC EMPLOYEES' ASSOCIATION (WPEA)**

The parties have agreed to the following regarding the implementation of the new Information Technology (IT) Professional Structure for the General Government (GG) Collective Bargaining Agreement:

**I. Definitions**

<b>Term</b>	<b>Explanation</b>
Job Family	<p>A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.</p> <p><u>IT Family include:</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> )	Where these terms are used in the WPEA GG, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by “or job family/ies and level/s.”

**II. Impacts**

- A.** The following conditions of employment will not change because a position is being transitioned into the new IT Professional Structure:
- a. The determination of a position as overtime-eligible or overtime-exempt;
  - b. Required licensure and/or certifications;
  - c. The designation of a position as “required personnel” or “emergency employee;”
  - d. The grievance procedure, as outlined in Article 30;
  - e. The eligibility for and/or receipt of existing assignment pays;

- f. Status as a non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee;
- g. Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary periods.

**B. Layoff and Recall in the IT Professional Structure**

Layoff options for employees who have transitioned into the IT Professional Structure on July 1, 2019, will be as follows:

- 1.
  - (a) A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.
  - (b) A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
- 2.
  - (a) A funded filled position held by the least senior employee, within their current permanent job family and level for which the employee has the skills and abilities.
  - (b) A funded filled position held by the least senior employee, within another job family and level with 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.

**C. Layoff and Recall in Other Job Classifications**

- 1. Informal layoff options for employees who have transitioned from the previous IT-related job classifications that were abolished on July 1, 2019 will have informal layoff options as outlined below.

Informal Options:

Employees being laid off will 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.

2. The provisions of this section (II.C.1) will expire on June 29, 2021.

### **III. Compensation**

#### **A. Supervisory Differential**

Positions at the Entry, Journey, Senior/Specialist level in the IT Professional Structure that are designated as and performing all the duties of a supervisor will receive a 5% supervisory pay differential in addition to the base salary.

#### **B. Step M**

Question #16 on the Step M Q&A applies to positions transitioned into the IT Professional structure:

**16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at step L of the previous range count towards the six-year requirement to move to Step M of the new range?**

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six-year requirement to move to Step M of the new range.

#### **C. Classification Structure and Salary Grid**

Attachment 1 reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019.

#### **D. Salary Transition into IT Professional Structure**

Employees reallocated into the IT Professional Structure on July 1, 2019, will have their initial salary determined as follows:

- i. In those cases where the employee's June 30, 2019, 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 vacated the position or their salary falls within the new salary range.
- ii. All other employees will have their salary in effect as of June 30, 2019, increased by two and one-half percent (2.5%). Effective July 1, 2019, these employees will transition to the assigned range and step on the IT salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.

- iii. The new IT Professional Structure salary schedule will then be adjusted to reflect any negotiated general wage increase effective July 1, 2019.

This agreement does not preclude either party from negotiating additional increases during the negotiation of the 2019-2021 bargaining for WPEA and is not precedent setting. If fully funded by the State of Washington, the provisions of this agreement will become effective July 1, 2019.

For the Employer

For the Union

\_\_\_\_\_/s/\_\_\_\_\_  
Ann Green  
Labor Negotiator

\_\_\_\_\_/s/\_\_\_\_\_  
Lane Hatfield  
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 2023.

For the Washington Public Employees Association:

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

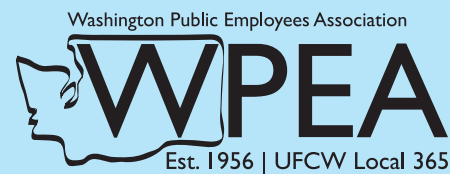
\_\_\_\_\_  
/s/  
Amanda Hacker  
WPEA Lead Negotiator

For the State of Washington:

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

\_\_\_\_\_  
/s/  
Gina Comeau, 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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